

ART AROUND
THE CORNER

FOUNDATION

Outdoor Sculptor Exhibit

2015

Okeefe 5

Patrick Sullivan

\$4,800

3 feet high x 5 inches x 8 inches

O'Keefe 5 is part 5 in an ongoing series of sculptures in marble honoring the famous American artist Georgia O'Keefe. Each sculpture is unique and is generally inspired by one of her paintings. The series has the connection of love for nature & sensuality of form.



FIRE UP

BY TIM LITTLE

\$15,500

Materials: Metal Parts

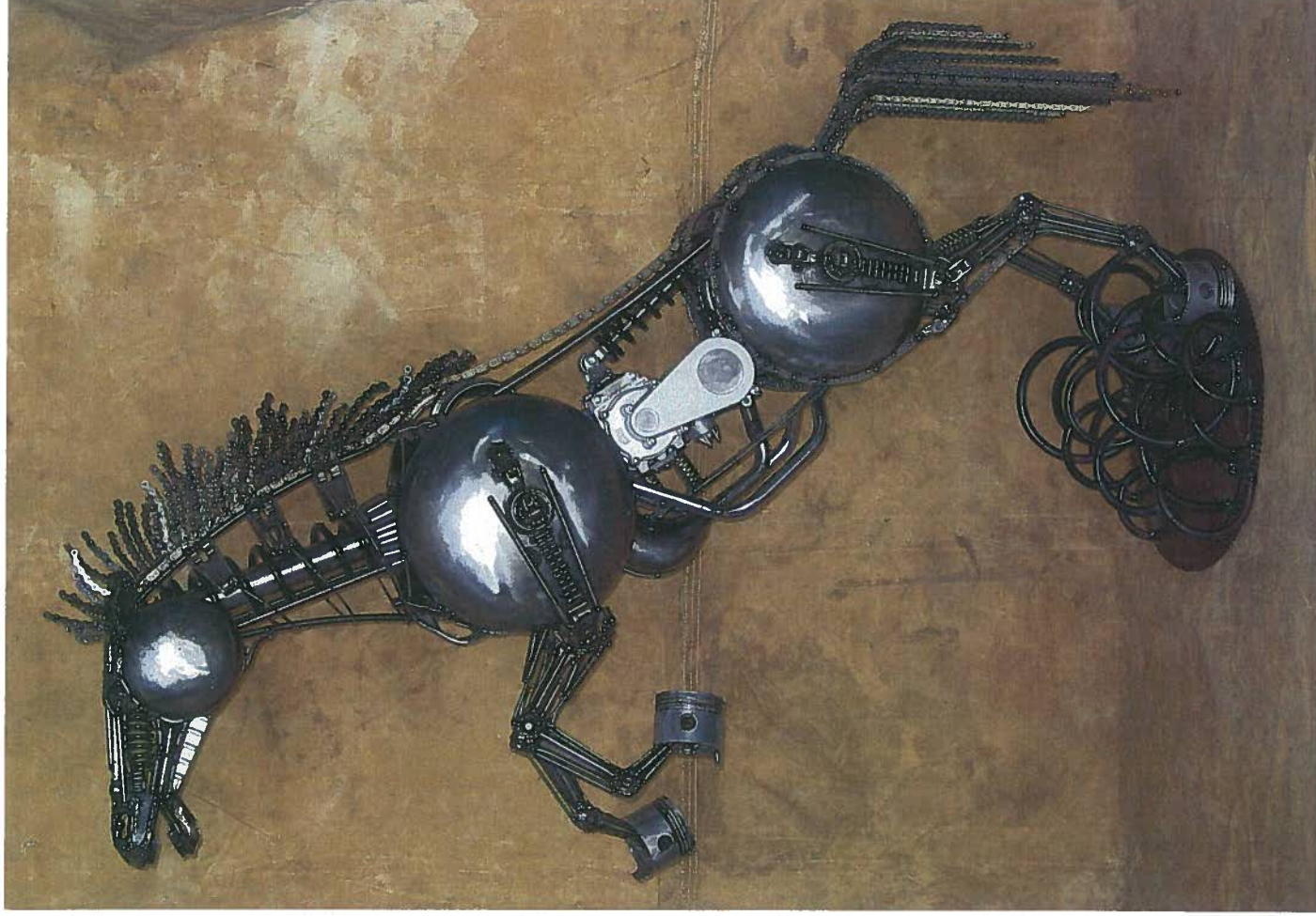
48" x 18" x 60" about 150 lbs

Intro to Sculpture:

Fired up was one of the few pieces I sketched before creating using the 3 circles as focal points. The piston size determines the size of the horse. By using bike chains for the mane and tail, I create a sense of movement. Some of the chains I weld together, and others I leave hanging free. All my sculptures are originals, no two are alike. Some of the parts used that are unique to this horse are a small motorcycle engine and propane tank ends.

Biographical Paragraph:

Art has always been my favorite subject to study and learn about. As a child, I never understood coloring within the lines. The cars needed windows and doors. I am fascinated by old things and junk yards. I enjoy making people happy, creating my sculptures brings all three together.



America

Jerry Anderson

Retail Price:\$7,500.00

Materials: STEEL

WIDTH, 24" HEIGHT,4' WEIGHT; 150 LB.



Jerry was born in Las Vegas, Nevada, and spend most of his early years growing up in Utah. His father drilled water wells and travelling through out Utah to ranches, mining fields. After a career in ornamental iron jerry pursued his love of art and sculpture full time. He has completed over 55 life-sized monuments and 60 moquette sculptures. He has received many prestigious awards

Daddy's Boy

Val Lewis

\$3,700

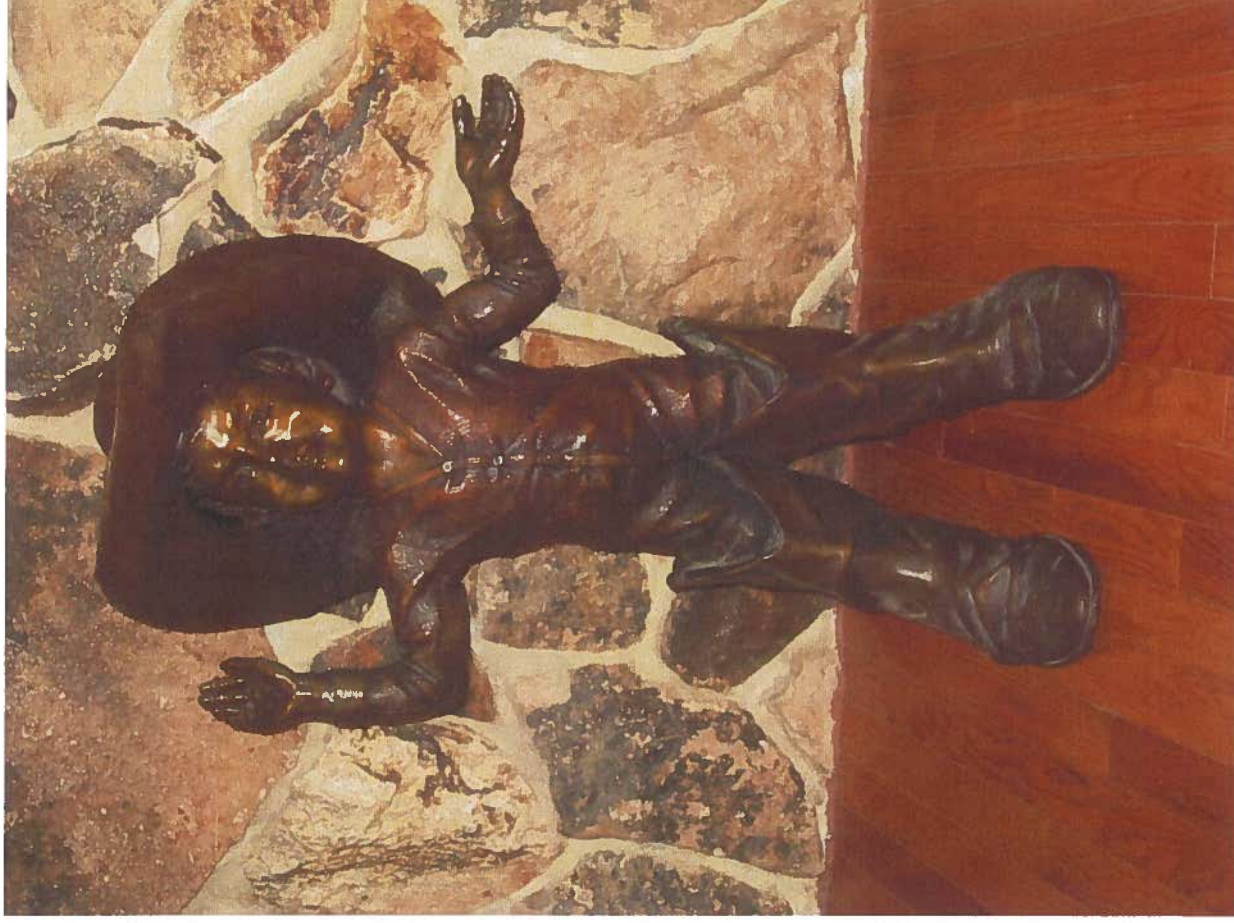
Weight: 32" h X 22" w x 14" deep

Every little boy wants to be a Cowboy and to emulate his Daddy. This sculpture will bring a tear to your eye as you remember the antics of your children or if your memory is good enough you own childhood.

Biographical Paragraph:

Val Lewis was born and raised in the quite little town of Bothwell in northern Utah, on the same ground his great grandfather homesteaded. He and his wife of 40 years also maintain a home in Washington Utah where they enjoy the salubrious Southern Utah weather in the winter.

His work reflects a wide range of subject, from western subjects to contemporary and religious. Val has worked with many Veterans, Fireman and Law enforcement organization throughout the West to design and create memorials to our service men and their dedication to our county.

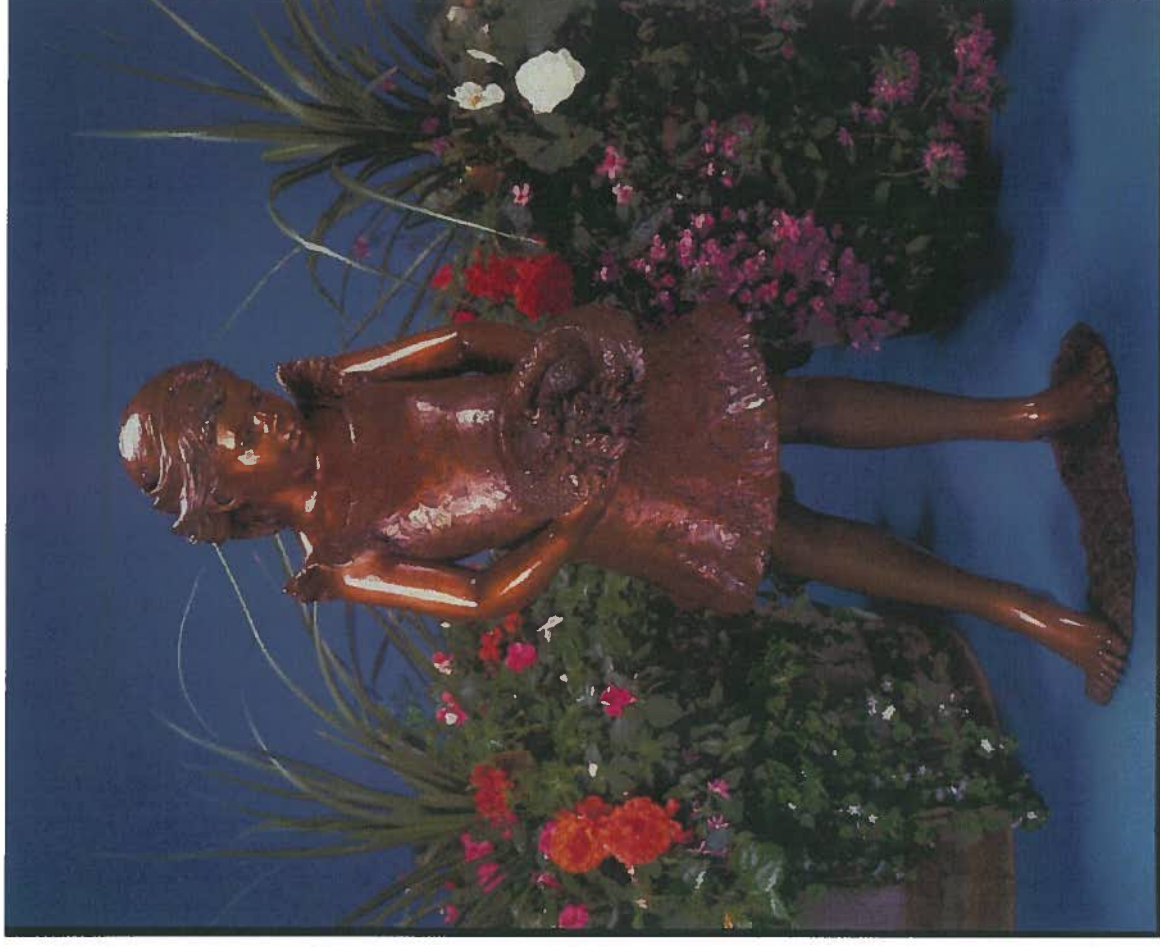


Springtime

L'Deane Trueblood

\$9,000

46h x 17w x 22d



“Donatela”

Dimitry Domani

\$7,800

Materials: Bronze

Width, Depth, Height,
Weight: 26" x 22" x 14"

Intro to Sculpture:

Inspired by Constantin
Brancusi's Art.



“Stryder”

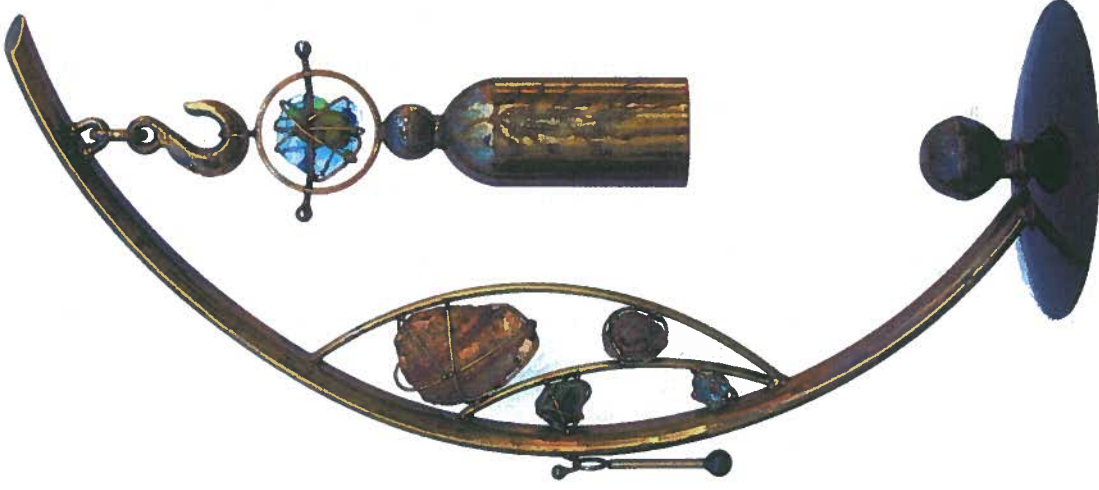
Doug Adams

\$6,500

Steel, stone, fused glass, slag glass
Width, Depth, Height, Weight: 70 high 23 wide 14 deep

Stryder was created using all recycled materials, the focal point of this piece is the recycled resonant bell, Doug has also created this piece using (cobble) mistakes in the northern Utah steel mill he was employed in for 30 years.

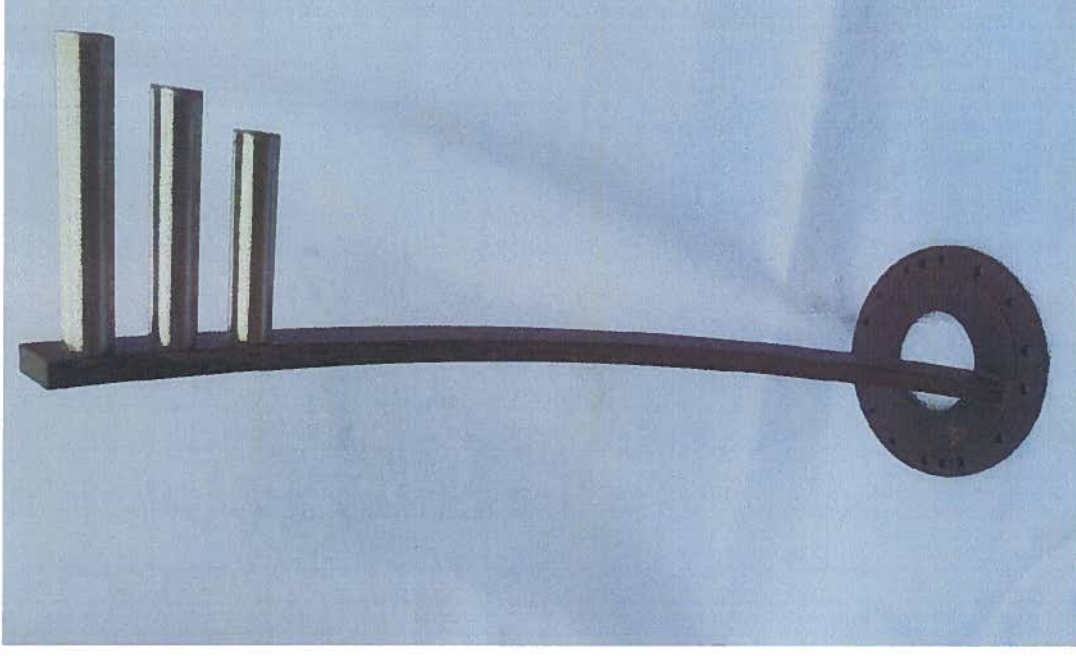
We live in such a disposable society, my hope is to inspire others through my art to reconsider what is disposable and what can take on new life.



“One of Us”
Joshua Toone
\$1,200

65x25x19

This piece reminds me of one of the first sculptures I made. I love sets of three and simplicity and the way the stainless contrasts with the mild steel.



"Pink Lady"
Jerry Anderson
\$5,000.00

60" hi
20" w
24" long



Franz Johansen

"Going Home"

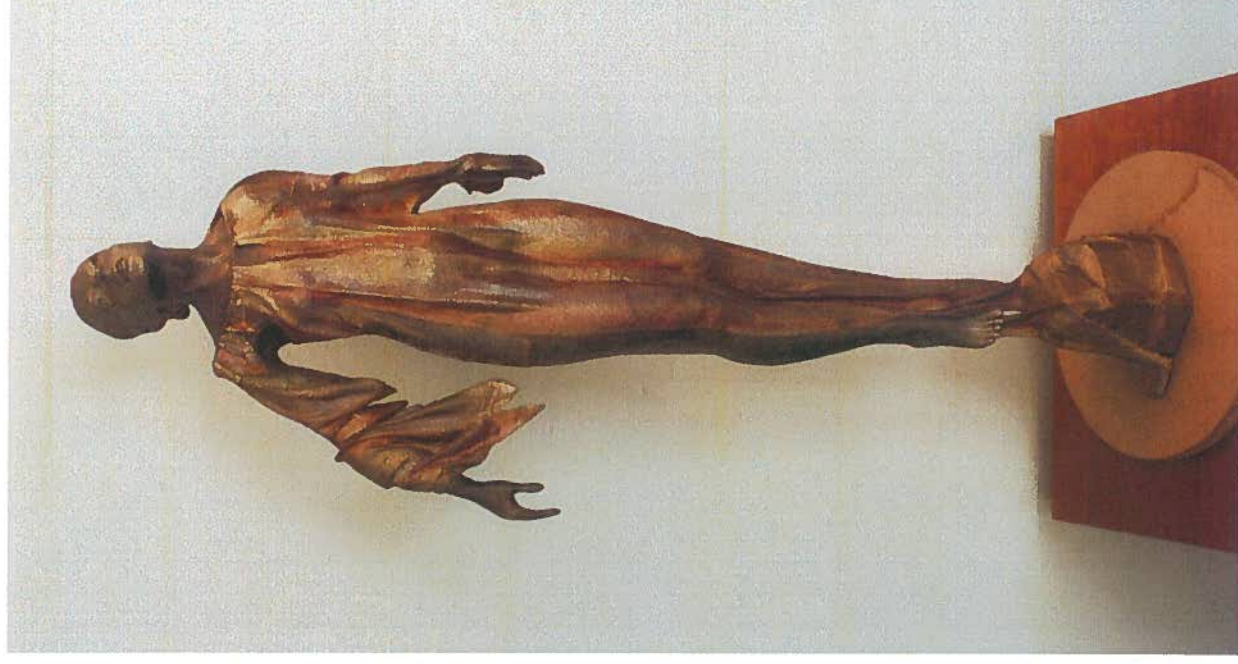
\$6900.00

(Veil/Resurrection Series)

36"x 12"x 8"

Bronze

This sculpture is a continuation of Franz Johansen's interest in traditional spiritual figurative expression. The rich golden surface is a creative departure from earlier patinas.



"Maple Seed"

Nathan Johansen

\$4,100

48" x 18" x 8"

Bronze

Maple trees are common in Utah. Every year these trees produce thousands of winged seeds that develop and grow until they are ripe and ready to fly away from the mother tree in a "whirly-bird" flying fashion. These flying seeds seek space somewhere in the earth to grow, to propagate the maple tree.

Maple Seed is a sculptural expression of one of these winged, flying seeds. The part that grows is facing down, seeking purchase in suitable soil. This part of the seed is depicted with a green patina color suggesting the promise of life. The wing portion is abstractly deteriorating and changing, its job is complete. This portion has changed to brown, earthy tones, as it returns back to mother earth.



“Mother’s Undivided Love”

Ben Hammond

\$3,900

Although a mother’s attention is often divided between her children, her love of them is unconditional and equal.



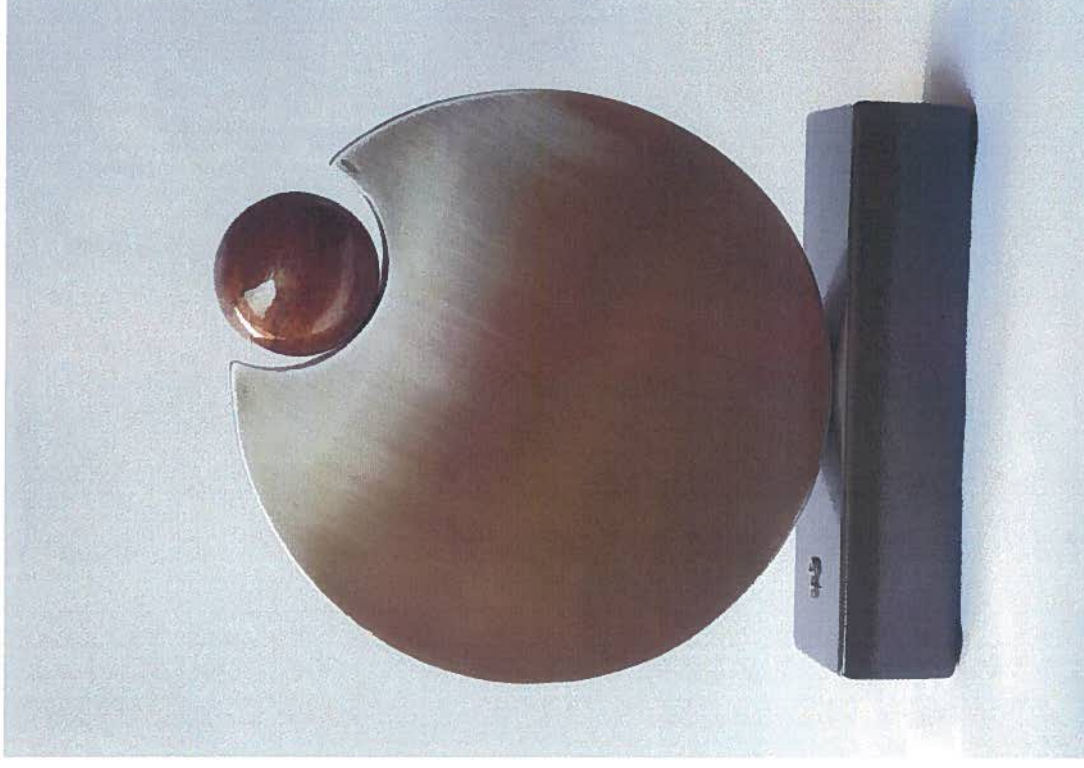
Held III

Dan Toone

\$5,700

48" x 12" x 50" 150 Lbs

The idea for this sculpture came from a small piece I did with a band that held a small sphere. The form and space were so pleasing I decided to use the same outline only working with the positive space rather than the negative.



Mont Crosland “Lil’ Wrangler”

\$2,500

22” x 9” x 9”

Lil’ Wrangler depicts a young boy and his dog - training for the big time.

Most all of Mont's sculptures relate to the western lifestyle, which is his background, having been born and raised in the small south-central Utah town of Holden



REVEN MARIE SWANSON
"DANCING ASPENS"

\$3,500

15' X 4' X 4' 150 LBS

Minimum base size: 36"-square. Good
to mount on sidewalk areas too.



"Alina"

Gary Lee Price

Retail Price:12,960

Materials:Bronze
Width, Depth, Height,
Weight:32x22x50

"My business manager's daughter, Alina, was such a cutie I couldn't help utilizing her talents in a new garden sculpture.

Irises have long been my favorite flower and I wanted to do a piece showing reverence and honor for these beautiful creations."

-GLP



"The Gilded Lily"

DANA KUGLIN

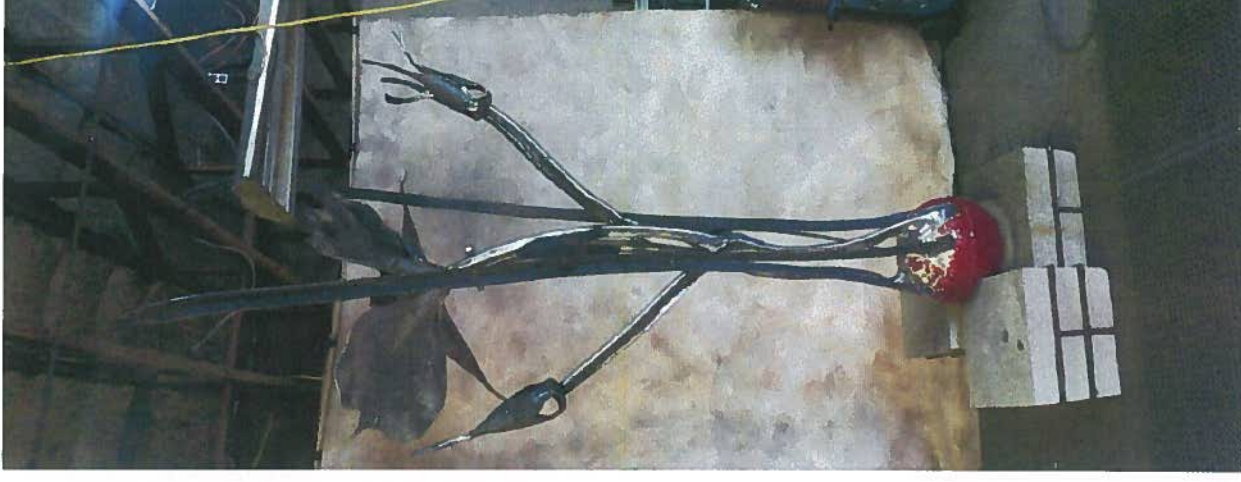
\$52,000

14' x 8' x 8'

Aluminum diesel tank, steel fire suppression expansion tank, repurposed steel tubing and concrete pillars - 85%

Stainless steel and mild steel strap - 15%

"The Gilded Lily piece is a commentary on nature's ability to adapt to man and our drive to "improve our surroundings".



"Mental Game"

DEVEREN FARLEY

\$27,000

30' X 15'X13'

"This piece represents Ironman's and Triathlons. The craziness of all the metal represent the paths leading up to and during that race you've trained so hard for. To do an ironman or triathlon it is just as much a "Mental Game" as it is a physical game.

“Hawker Hurricane”

Ronny Walker

\$5,000

11” x 26” x 15”

Animals are always a great subject matter for sculptors. In the sculpture of “Hawker Hurricane” i wanted to capture not only his likeness but also his spirit. The sculpture was created as a tribute to a fourteen year long friendship, the companion who spent most of those years traveling with me to shows around the country and patiently enduring long hours in the studio.



Jack Morford
Fish Tank
\$6,400

16" w x 12" d x 40" h

"You don't have to feed it and you don't have to clean the tank!" *Fish Tank* is an addition to previous pieces called *Nautical Hullabaloo*, *Admiral Jack*, *Nymph Foolery* and *Jonah's Dilemma* which have become part of a series of "fish" pieces.

The fish with a man face gives the idea of the struggles between man and fish.



The World Is Mine

Annette Everett

\$6,200

My mother would not let us, her children, declare that we were bored. "You cannot be bored! Only boring people are bored! You could live a hundred lifetimes and never do the same thing twice. There is more here in this Earth to learn about and enjoy than you ever could." This sculpture is for the miracle of the creation of the earth and all its innumerable miracles. Sitting on top of a world made of unlimited wonders, a boy and a girl sit back to back, engrossed in their study. Through curiosity and education the potential for all children is infinite.

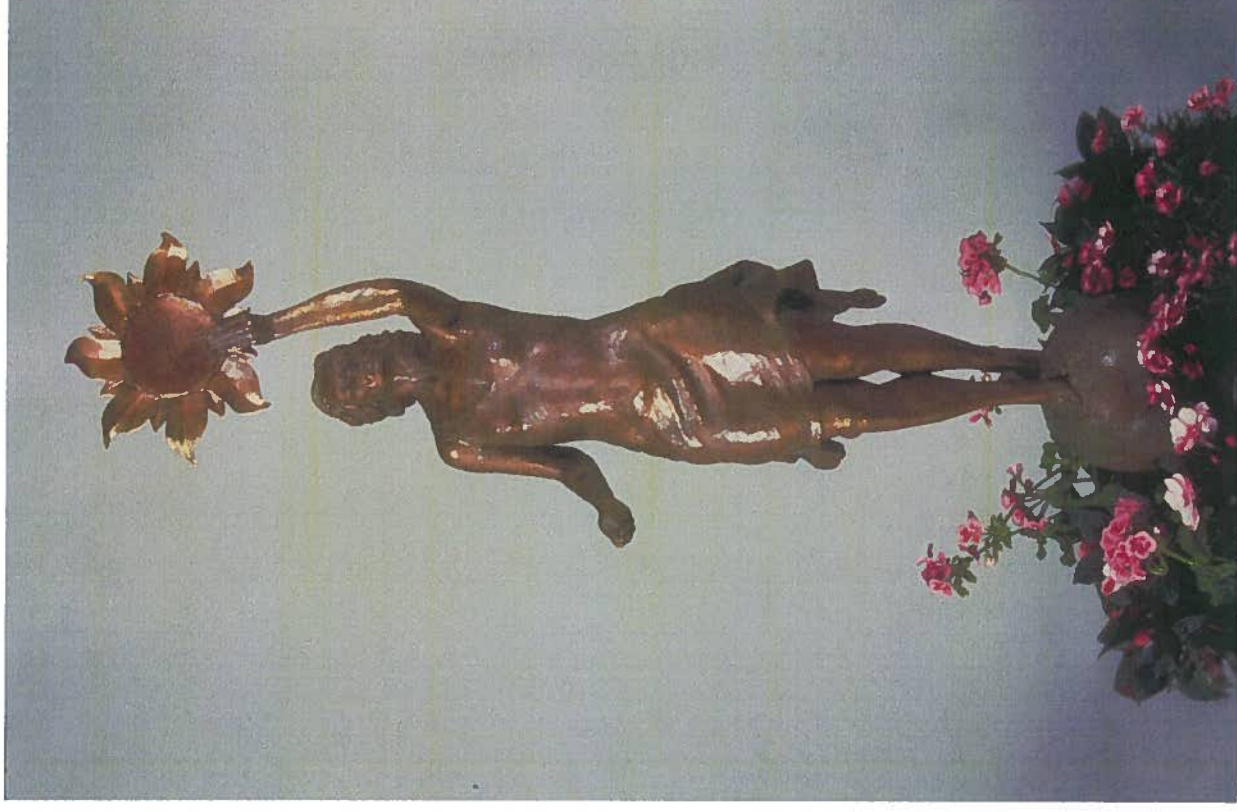


SPIRIT OF ENERGY

By Karen Crain

\$9,600

52" x 12" x 20 Half life size
bronze female figure
designed as a fountain,
represents three natural
renewable energy
sources. She holds the sun
high above her head, the
wind blows her hair and
garment behind her, and
water pours from her
extended hand. She stands
on a globe, as all humanity
does, underlining man's
responsibility to use the
earth's natural resources
ethically.



**"Small Talk"
by Dan Hill
\$15,000**

**Each boy 30" H x 20" W x 18" D
and each boy weighs 80 lbs**

These two little farm boys could be discussing the weather, the price of wheat, the weekend game or maybe their next big adventure. Each boy has a sling-shot in his back pocket.



DRAFT

Agenda Item Number : **1A**

Request For Council Action

Date Submitted 2015-03-12 16:28:02

Applicant Deanna Brklacich

Quick Title February 2015 Financial Report

Subject February 2015 Financial Report

Discussion I will upload the report prior to your needing it for the council agenda packet.

Cost \$0.00

City Manager Recommendation I haven't seen the latest Financial statement yet so I will have comments at the meeting.

Action Taken

Requested by Deanna Brklacich

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments



MONTHLY FINANCIAL REPORT

EIGHT MONTHS ENDED

FEBRUARY 28, 2015

CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORT
EIGHT MONTHS ENDED FEBRUARY 28, 2015

ADMINISTRATIVE DIRECTOR'S COMMENTS:

The attached report represents activity in the various city funds for the EIGHT months ended February 28, 2015. This period represents 67% of the fiscal year.

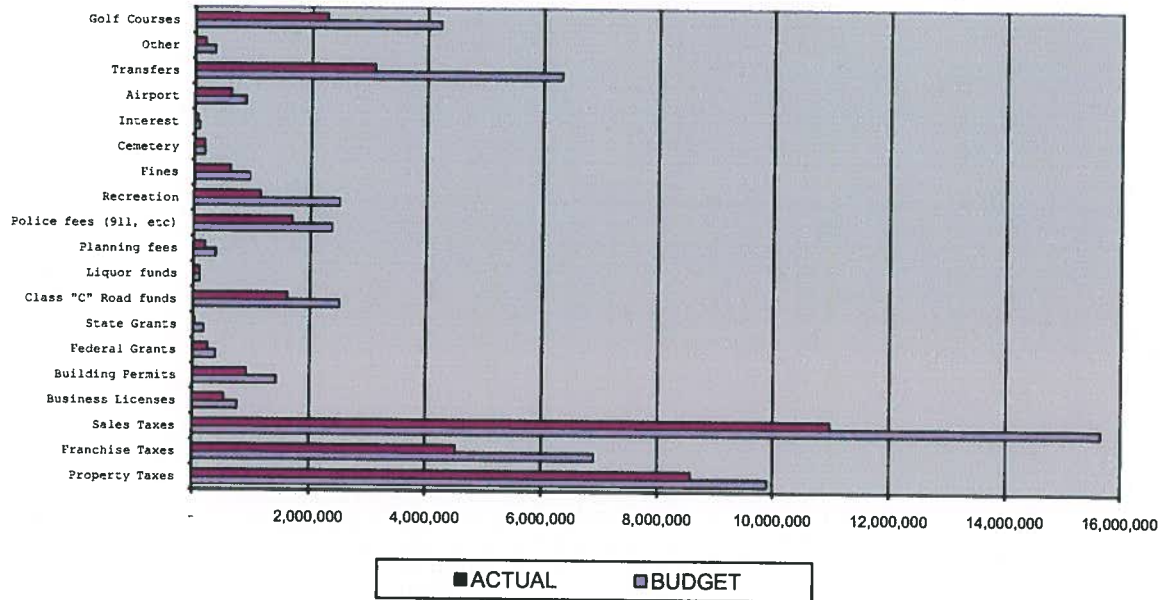
As you can see in reviewing the General Fund revenues and expenditures, a line item has now been added to incorporate the golf courses into a division within the General Fund. The revenue comparisons worksheet has been restated to reflect this also for last fiscal year so as to make a fair comparison.

- 1) General Fund revenues are at 67.00% of budget. We received a large portion of our property taxes in December and in January.
- 2) Overall General Fund revenues are up 4.44% over the prior fiscal year. Sales taxes are up 6.89% over last year and franchise taxes are up 8.96%. Golf revenues are up because of the City now operating the snack bars and merchandise sales at the various courses whereas in previous years these were operated by the golf professionals.
- 3) The attached general fund revenue schedule is good to give you a quick review of how revenues are trending in comparison with the budget.
- 4) General Fund expenditures are at 58.01% of budget for the year to date. Where we have completed 67% of the fiscal year on the time horizon, as compared to expenditures at 58% of the budget, we are continuing to do a good job of spending within the budget.
- 5) The revenue comparison schedule attached to this report does show a mixed bag as some fund revenues are up in comparison to prior years, while others are down.
- 6) The City Treasurer's January 2015 deposit and investment report is also attached for your review of all City funds held in various bank accounts and investments.

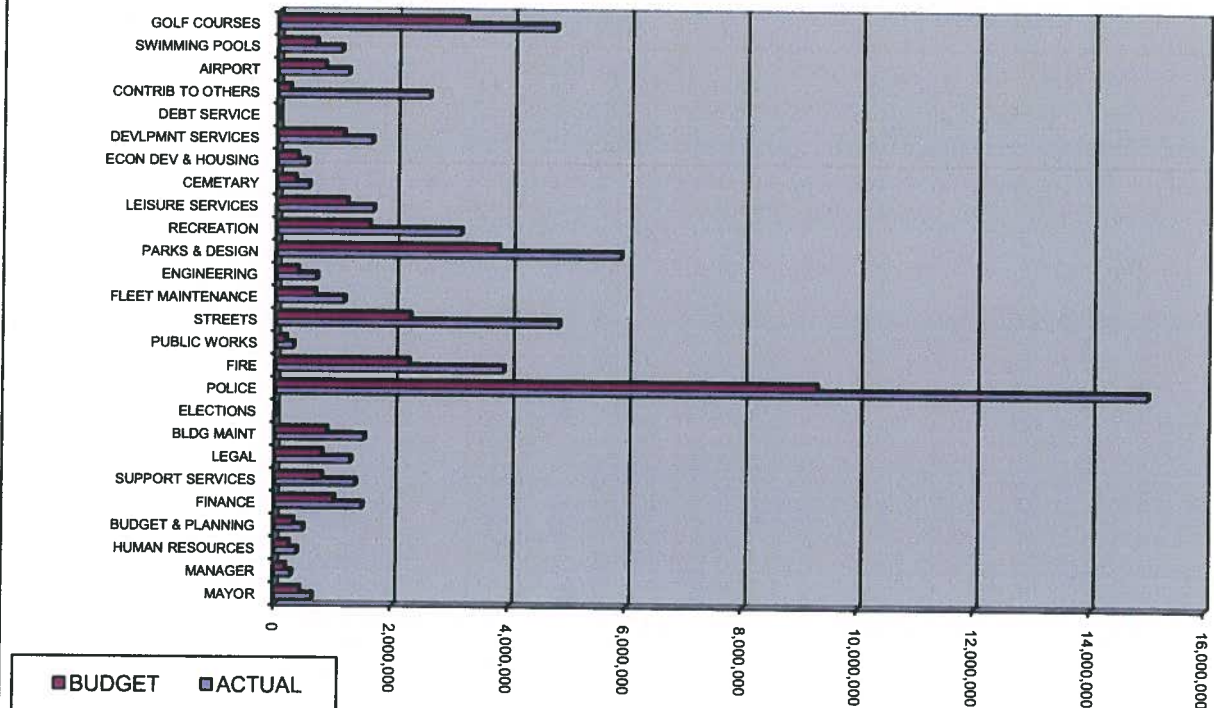
If there are any questions, comments, or concerns, please feel free to contact me at any time at either deanna.brklacich@sgcity.org or at 627-4004.

CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
2/28/2015

GENERAL FUND REVENUES

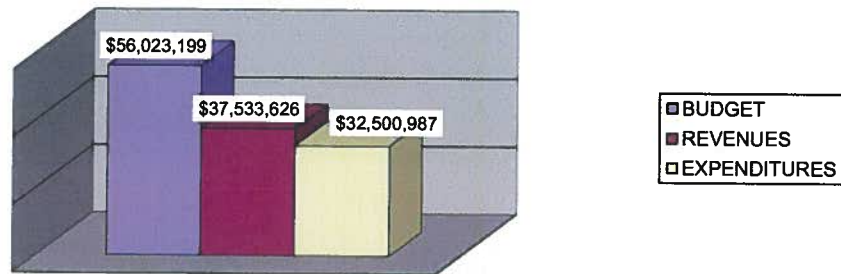


GENERAL FUND EXPENDITURES

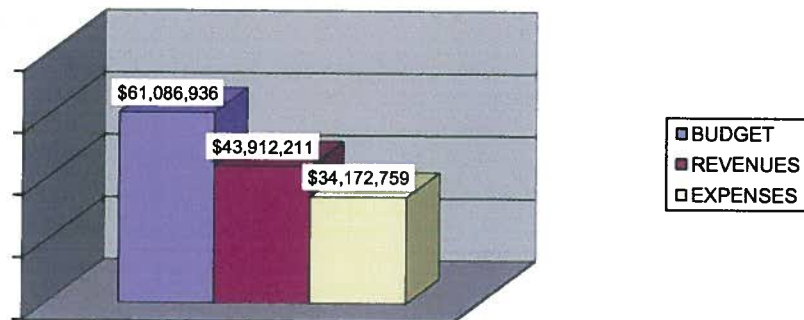


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
2/28/2015

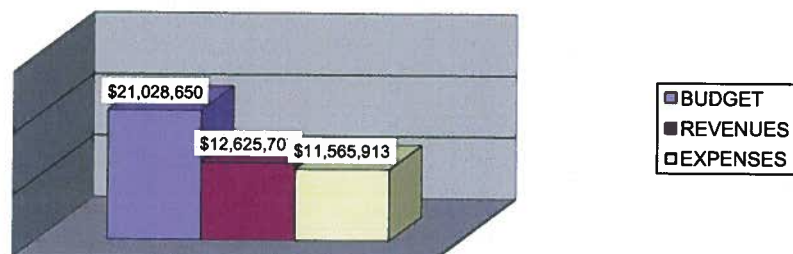
GENERAL FUND



ELECTRIC UTILITY

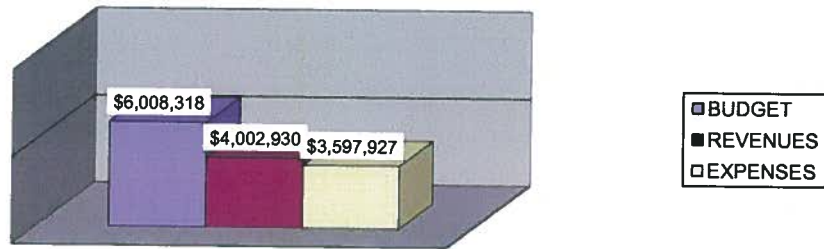


WATER UTILITY

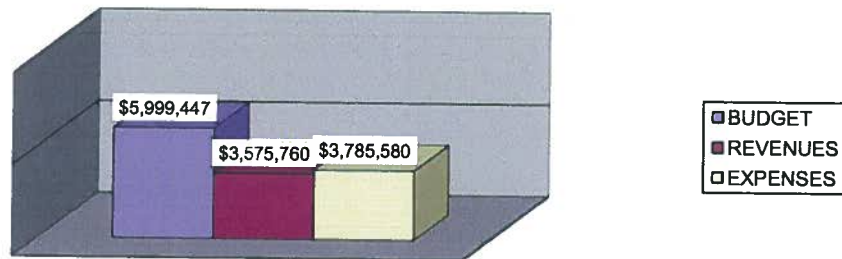


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
2/28/2015

WASTEWATER COLLECTION (includes impact)

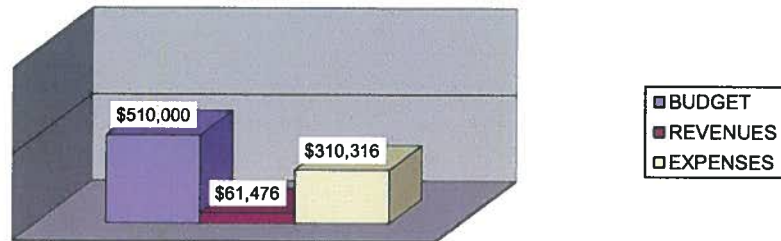


WASTEWATER TREATMENT (includes impact)

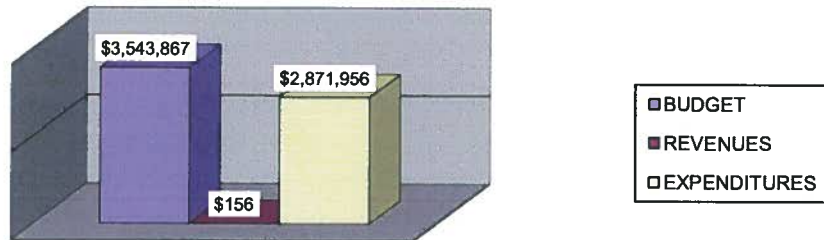


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
2/28/2015

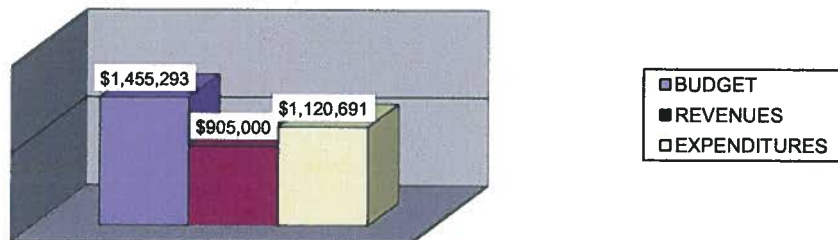
CDBG BLOCK GRANT FUND



SALES TAX BOND CAP. PROJECT FUND

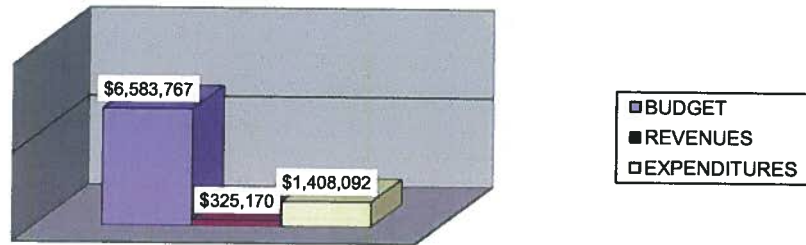


DIXIE CENTER OPERATIONS

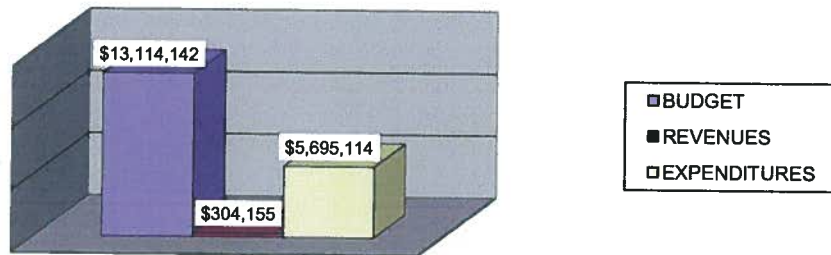


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
2/28/2015

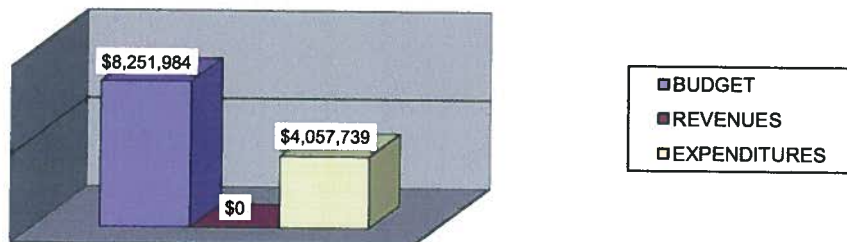
CAPITAL EQUIPMENT FUND



PUBLIC WORKS CAP. PROJ. FUND



REPLACEMENT AIRPORT FUND



CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
2/28/2015

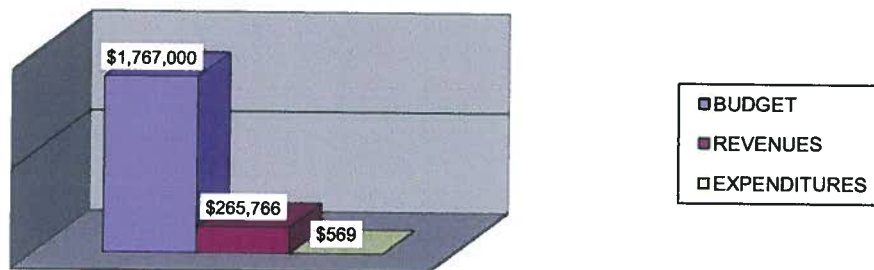
PARK IMPACT FUND



STREET IMPACT FUND

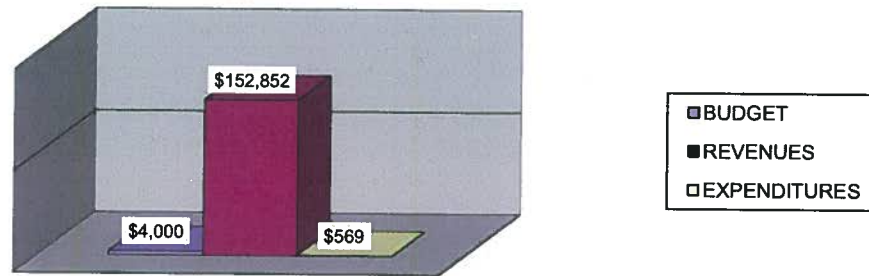


DRAINAGE IMPACT FUND

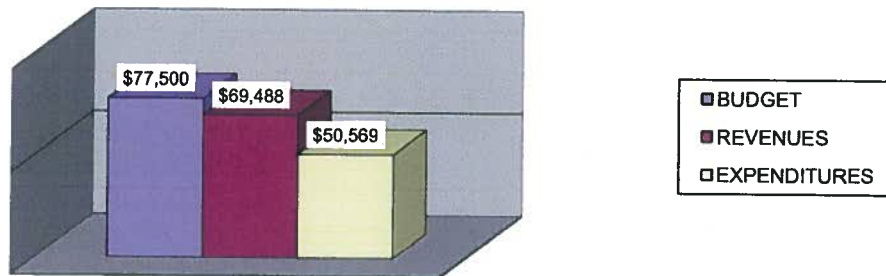


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
2/28/2015

FIRE IMPACT FUND

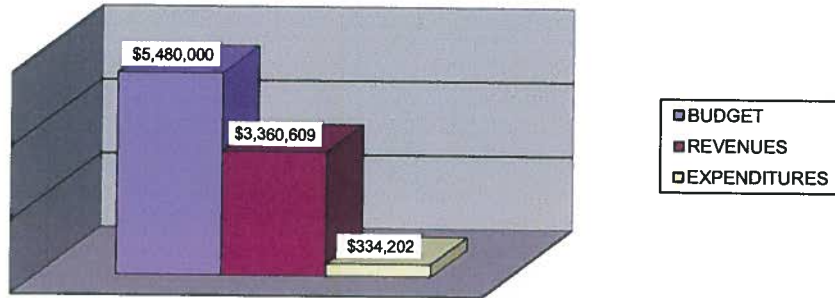


POLICE IMPACT FUND

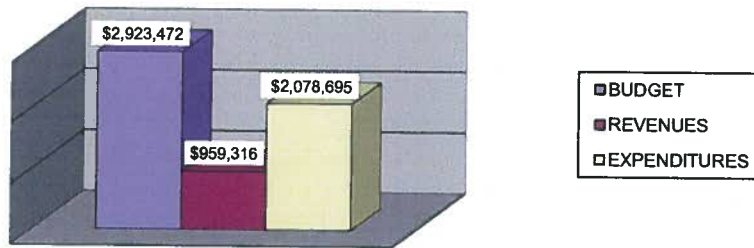


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
2/28/2015

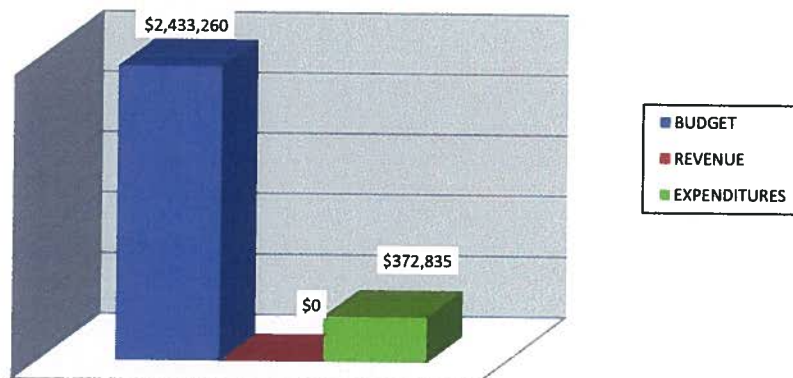
TRANSPORTATION IMPRV. FUND



SUNTRAN TRANSIT FUND



SWITCHPOINT RESOURCE CENTER



CITY OF ST. GEORGE, UT
GENERAL FUND REVENUES
EIGHT MONTHS ENDED FEBRUARY 28, 2015

67% OF THE BUDGET YEAR

REVENUE SOURCE	ADJUSTED BUDGET	ACTUAL THRU FEB. 28, 2015	PCT RECEIVED
CURRENT PROPERTY TAXES	8,300,000.00	7,844,255.10	94.51%
FEEES ASSESSED	1,300,000.00	542,042.78	41.70%
FRANCHISE TAXES	6,900,000.00	4,517,157.09	65.47%
DELINQUENT TAXES	300,000.00	188,079.27	62.69%
GENERAL SALES TAXES	15,650,000.00	10,982,548.11	70.18%
BUSINESS LICENSES	600,000.00	473,047.50	78.84%
LICENSE FEES - RENTAL ORDINANCE	160,000.00	53,535.00	33.46%
ELECTION FILING FEES			
TRUCK-N-GO PERMITS	3,000.00	3,820.00	127.33%
BUILDING PERMITS	1,400,000.00	897,267.43	64.09%
DOG LICENSES	32,000.00	20,618.00	64.43%
FEDERAL GRANTS	384,504.00	254,563.54	66.21%
STATE GRANTS	179,766.00	29,091.28	16.18%
CLASS C ROAD ALLOTTMENT	2,500,000.00	1,611,733.22	64.47%
LIQUOR FUND ALLOTTMENT	105,000.00	101,658.47	96.82%
RESOURCE OFFICER CONTRIB.	607,915.00	458,936.25	75.49%
PLANNING FEES	350,000.00	172,460.48	49.27%
AIR QUALITY FEES	30,000.00	13,711.30	45.70%
SPECIAL POLICE SERVICES	55,000.00	41,129.95	74.78%
E-911 SERVICES	980,000.00	637,858.05	65.09%
OTHER CITIES DISPATCH FEES	719,181.00	539,386.02	75.00%
POLICE TRAINING CLASSES	2,000.00	5,590.38	279.52%
REVERSE 911 REIMBURSEMENTS			
MUSEUM DONATIONS	1,200.00	403.13	33.59%
MUSEUM ADMISSION FEES	10,000.00	4,753.64	47.54%
NJCAA TOURNAMENT		0.00	
COMMUNITY ARTS BLDG RENTALS	5,500.00	250.00	4.55%
OPERA HOUSE PERFORMANCES	1,500.00	0.00	0.00%
TRIPAX PASS SALES		-13.12	#DIV/0!
WALKING TOUR REVENUES	3,000.00	1,760.94	58.70%
SOCIAL HALL RENTALS	14,000.00	15,545.40	111.04%
EXHIBITS - COLLECTIONS	7,500.00	2,592.36	34.56%
NATURE CENTER	52,000.00	26,828.55	51.59%
AQUATIC CENTER	360,000.00	179,303.01	49.81%
YOUTH SPORTS	77,500.00	94,882.00	122.43%
ADULT SPORTS	45,000.00	35,041.00	77.87%
RACES	349,000.00	218,452.71	62.59%
SOFTBALL LEAGUES	350,900.00	210,335.12	59.94%
NON-FOOD CONCESSIONS			
ARTS FAIR REVENUE	40,000.00	13,008.21	32.52%

CITY OF ST. GEORGE, UT
GENERAL FUND REVENUES
EIGHT MONTHS ENDED FEBRUARY 28, 2015

67% OF THE BUDGET YEAR

REVENUE SOURCE	ADJUSTED BUDGET	ACTUAL THRU FEB. 28, 2015	PCT RECEIVED
SPECIAL COMMUNITY EVENTS	2,600.00	1,015.00	39.04%
SWIMMING POOL FEES	125,000.00	49,253.84	39.40%
RECREATION FEES	10,000.00	38.99	0.39%
RECREATION CENTER FEES	143,000.00	78,565.51	54.94%
OPERA HOUSE RENTALS	7,000.00	6,655.00	95.07%
RECREATION FACILITY RENTALS	18,000.00	10,700.00	59.44%
TENNIS CLASSES ETC.	96,000.00	71,971.30	74.97%
MARATHON REVENUES	775,700.00	109,160.93	14.07%
RECREATION CLASS FEES		898.00	#DIV/0!
CEMETERY LOT SALES	95,000.00	85,202.50	89.69%
BURIAL FEES	85,000.00	85,020.00	100.02%
TRAFFIC SCHOOL FEES	36,000.00	35,555.80	98.77%
COURT FINES	825,000.00	541,564.55	65.64%
POLICE WARRANTS	14,000.00	8,150.00	58.21%
ACE PENALTIES	50,000.00	26,219.00	52.44%
ACE COSTS	20,000.00	3,925.00	19.63%
ACE ABATEMENTS	5,000.00	150.00	3.00%
INTEREST EARNINGS	80,000.00	54,611.86	68.26%
RENTS AND ROYALTIES	30,000.00	10,827.72	36.09%
SALE OF PROPERTY	30,000.00	9,601.21	32.00%
POLICE EVIDENCE IMPOUND	2,500.00	3,636.32	145.45%
MISCELLANEOUS SUNDRY REVENUES	75,000.00	27,717.68	36.96%
ORTHOPHOTOGRAPHY MAPS	500.00	45.18	9.04%
COMPOST SALES - REUSE	30,000.00	12,279.74	40.93%
ROADBASE SALES - REUSE	6,500.00	0.00	0.00%
AIRPORT REVENUES	873,000.00	617,871.39	70.78%
MAINTENANCE AT AIRPORT	7,100.00	4,745.04	66.83%
CONTRIBUTIONS FROM OTHER	112,273.00	90,115.58	80.26%
TRANSFERS FROM OTHER FUNDS	6,318,680.00	3,086,666.72	48.85%
CONTRIBUTIONS FROM PRIVATE	41,579.00	18,179.43	43.72%
MEDIAN LANDSCAPE FEES		11,171.97	#DIV/0!
ANIMAL SHELTER DONATIONS		11,097.19	#DIV/0!
POLICE PROJECT LIFESAVER	5,000.00	7,416.50	148.33%
APPROPRIATED FUND BALANCE			
GOLF COURSE REVENUES (ALL COURSES)	4,228,300.00	2,261,964.68	53.50%
TOTAL GENERAL FUND REVENUES	56,023,198.00	37,533,625.80	67.00%

CITY OF ST. GEORGE, UT
EXPENDITURE STATUS REPORT BY CATEGORY
EIGHT MONTHS ENDED FEBRUARY 28, 2015

67% OF THE BUDGET YEAR

GENERAL FUND	ADJUSTED BUDGET	ACTUAL THRU FEB. 28, 2015	REMAINING BALANCE	PCT USED
MAYOR & COUNCIL	629,600.00	418,588.31	211,011.69	66.48%
CITY MANAGER	266,526.00	164,603.02	101,922.98	61.76%
HUMAN RESOURCES	369,572.00	223,934.76	145,637.24	60.59%
ADMINISTRATIVE SERVICES	472,264.00	297,837.39	174,426.61	63.07%
FINANCE DEPARTMENT	1,474,245.00	988,942.56	485,302.44	67.08%
TECHNOLOGY SERVICES	1,355,048.00	780,836.24	574,211.76	57.62%
LEGAL SERVICES	1,126,085.00	699,857.42	426,227.58	62.15%
BUILDING MAINTENANCE	1,502,979.00	855,397.60	647,581.40	56.91%
ELECTIONS	0.00	0.00	0.00	#DIV/0!
PLANNING COMMISSION	12,000.00	7,072.75	4,927.25	58.94%
POLICE	12,065,423.00	7,628,915.85	4,436,507.15	63.23%
HIDTA GRANT	143,260.00	77,386.75	65,873.25	54.02%
POLICE DISPATCH	2,661,656.00	1,496,460.43	1,165,195.57	56.22%
CCJJ GRANT	51,063.00	27,920.28	23,142.72	54.68%
SAFG (State Asset Forfeiture Grant)	54,937.00	39,421.47	15,515.53	71.76%
FIRE DEPARTMENT	3,884,206.00	2,249,210.21	1,634,995.79	57.91%
CODE ENFORCEMENT	147,229.00	82,944.38	64,284.62	56.34%
PUBLIC WORKS ADMINISTRATION	282,066.00	142,907.41	139,158.59	50.66%
STREETS	4,827,028.00	2,267,593.19	2,559,434.81	46.98%
FLEET MAINTENANCE	1,142,988.00	646,602.27	496,385.73	56.57%
ENGINEERING	672,682.00	344,759.28	327,922.72	51.25%
PARKS	5,246,933.00	3,377,661.54	1,869,271.46	64.37%
DESIGN	633,225.00	405,346.78	227,878.22	64.01%
NATURE CENTER & YOUTH PROGRAMS	90,276.00	43,043.96	47,232.04	47.68%
SOFTBALL PROGRAMS	351,987.00	200,690.46	151,296.54	57.02%
SPORTS FIELD MAINTENANCE	645,111.00	463,626.34	181,484.66	71.87%
SPECIAL EVENTS & PROGRAMS	329,824.00	182,010.99	147,813.01	55.18%
YOUTH SPORTS PROGRAMS	155,108.00	79,976.19	75,131.81	51.56%
ADULT SPORTS PROGRAMS	46,880.00	15,895.25	30,984.75	33.91%
RECREATION	745,486.00	299,770.26	445,715.74	40.21%
EXHIBITS AND COLLECTIONS	256,576.00	174,753.40	81,822.60	68.11%
COMMUNITY ARTS	287,049.00	194,772.49	92,276.51	67.85%
HISTORIC OPERA HOUSE	90,566.00	50,604.17	39,961.83	55.88%
HISTORIC COURTHOUSE	23,200.00	13,094.53	10,105.47	56.44%
LEISURE SERVICES ADMINISTRATION	354,499.00	210,075.84	144,423.16	59.26%
RECREATION CENTER	774,536.00	277,370.65	497,165.35	35.81%
MARATHON	616,505.00	534,898.42	81,606.58	86.76%
COMMUNITY CENTER	2,800.00	1,735.99	1,064.01	62.00%
CEMETERY	524,873.00	288,761.30	236,111.70	55.02%
ECONOMIC DEVELOPMENT & HOUSING	497,360.00	327,241.20	170,118.80	65.80%
DEVELOPMENT SERVICES ADMIN.	1,592,564.00	1,103,475.53	489,088.47	69.29%
DEBT SERVICE	27,305.00	18,203.36	9,101.64	66.67%
TRANSFERS TO OTHER FUNDS	2,579,678.00	178,000.00	2,401,678.00	6.90%
AIRPORT	1,184,872.00	781,772.48	403,099.52	65.98%
SWIMMING POOL	253,031.00	158,538.12	94,492.88	62.66%
SAND HOLLOW AQUATIC CENTER	822,447.00	474,599.19	347,847.81	57.71%
GOLF COURSES EXPENDITURES (ALL COURSES)	4,749,651.00	3,203,876.78	1,545,774.22	67.45%
TOTAL GENERAL FUND	56,023,199.00	32,500,986.79	23,522,212.21	58.01%

CITY OF ST. GEORGE, UT
REVENUE COMPARISONS
EIGHT MONTHS ENDED FEBRUARY 28, 2015

	FYE <u>JULY 2015</u>	FYE <u>JULY 2014</u>	FY2015 as a <u>% of FY 2014</u>
GENERAL FUND:			
Property Taxes	8,574,377	8,485,502	101.05%
Franchise Taxes	4,517,157	4,145,678	108.96%
Sales Taxes	10,982,548	10,275,097	106.89%
Business Licenses	530,403	545,065	97.31%
Building Permits	917,885	952,197	96.40%
Federal Grants	254,564	406,263	62.66%
State Grants	29,091	93,647	31.06%
Class "C" Road funds	1,611,733	1,670,714	96.47%
Liquor funds	101,658	102,183	99.49%
Planning fees	186,172	311,902	59.69%
Police fees (911, etc)	1,701,414	1,573,913	108.10%
Recreation	1,131,402	1,107,848	102.13%
Fines	615,564	559,835	109.95%
Cemetery	170,223	122,075	139.44%
Interest	54,612	50,329	108.51%
Airport	617,871	553,719	111.59%
Transfers	3,086,667	2,830,667	109.04%
Other	188,320	205,198	91.77%
Golf Courses	2,261,965	1,945,165	116.29%
Total General Fund	37,533,626	35,936,996	104.44%
DIXIE CENTER OPERATIONS			
Total Revenues	\$905,000	\$916,931	98.70%
CDBG BLOCK GRANT FUND			
Total Revenues	\$61,476	\$115,906	53.04%
PARK IMPACT FUND			
Total Revenues	\$1,423,993	\$1,481,164	96.14%
STREET IMPACT FUND			
Total Revenues	\$625,885	\$598,529	104.57%
DRAINAGE IMPACT FUND			
Total Revenues	\$265,766	\$238,613	111.38%
FIRE DEPT IMPACT FUND			
Total Revenues	\$152,852	\$125,233	122.05%
POLICE DEPT IMPACT FUND			
Total Revenues	\$69,488	\$60,785	114.32%
WATER UTILITY FUND (w/ impact fees)			
Total Revenues	\$12,625,707	\$12,996,068	97.15%
WASTEWATER COLLECTION (w/impact fees)			
Total Revenues	\$4,002,930	\$4,184,188	95.67%
ELECTRIC UTILITY (w/impact fees)			
Total Revenues	\$43,912,211	\$44,113,677	99.54%
REGIONAL WASTEWATER (w/impact fees)			
Total Revenues	\$3,575,760	\$3,749,679	95.36%
SUNTRAN TRANSIT FUND			
Total Revenues	\$959,316	\$727,675	131.83%
TRANS. IMPROV. FUND			
Total Revenues	\$3,360,609	\$3,121,319	107.67%
REPLMNT AIRPORT FUND			
Total Revenues	\$0	\$0	#DIV/0!

*** General Fund now includes the Golf Courses - FY2014 restated to include Golf Course division

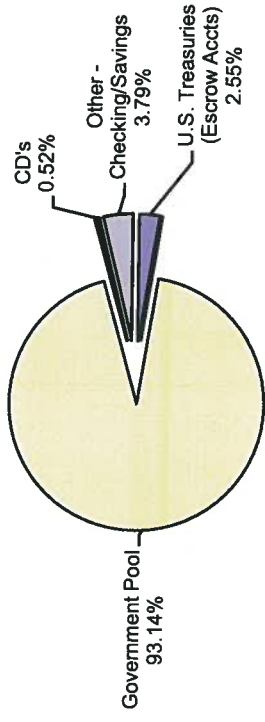
CITY OF ST. GEORGE, UT
MONTHLY COUNCIL REPORT

	ADJUSTED BUDGET	REVENUE	EXPENDITURES	
10 GENERAL FUND (includes Golf Courses)	\$56,023,199	\$37,533,626	\$32,500,987	58.01%
53 & 83 ELECTRIC FUND (includes impact)	\$61,086,936	\$43,912,211	\$34,172,759	55.94%
51 & 81 WATER FUND (includes impact)	\$21,028,650	\$12,625,707	\$11,565,913	55.00%
52 & 82 WASTEWATER COLLECT (includes impact)	\$6,008,318	\$4,002,930	\$3,597,927	59.88%
62 & 86 WASTEWATER TREATMNT (includes impact)	\$5,999,447	\$3,575,760	\$3,785,580	63.10%
32 CDBG BLOCK GRANT FUND	\$510,000	\$61,476	\$310,316	60.85%
84 SALES TAX BOND - CAPITAL PROJ FUND	\$3,543,867	\$156	\$2,871,956	81.04%
30 DIXIE CENTER OPERATIONS	\$1,455,293	\$905,000	\$1,120,691	77.01%
40 CAPITAL EQUIPMENT FUND	\$6,583,767	\$325,170	\$1,408,092	21.39%
87 PUBLIC WORKS CAPITAL PROJ FUND	\$13,114,142	\$304,155	\$5,695,114	43.43%
88 REPLACEMENT AIRPORT CONST. FUND	\$8,251,984	\$0	\$4,057,739	49.17%
44 PARK IMPACT FUND	\$4,180,196	\$1,423,993	\$1,334,928	31.93%
45 STREET IMPACT FUND	\$2,745,965	\$625,885	\$33,178	1.21%
47 DRAINAGE IMPACT FUND	\$1,767,000	\$265,766	\$569	0.03%
48 FIRE IMPACT FUND	\$4,000	\$152,852	\$569	14.23%
49 POLICE IMPACT FUND	\$77,500	\$69,488	\$50,569	65.25%
64 SUNTRAN TRANSIT FUND	\$ 2,923,472	\$959,316	\$ 2,078,695	71.10%
27 TRANSPORTATION IMPROV FUND	\$ 5,480,000	\$3,360,609	\$ 334,202	6.10%
21 SWITCHPOINT RESOURCE CENTER	\$ 2,433,260	\$0	\$372,835	15.32%

City of St George
DEPOSITS AND INVESTMENTS
1/31/2015

Portfolio Composition	Amount	Percentage
<i>Investments by Type:</i>		
U.S. Treasuries (Escrow Accts)	2,363,437.37	2.55%
Agencies	-	0.00%
Government Pool	86,175,467.21	93.14%
Mutual Funds	-	0.00%
CD's	479,183.19	0.52%
Banker Acceptance	-	0.00%
Repos	-	0.00%
Other - Checking/Savings	3,508,525.48	3.79%
Total	92,526,613.25	100.00%

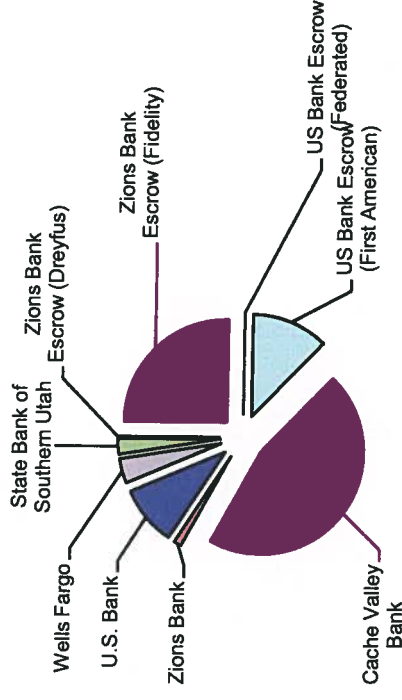
Investments by Type



Investments by Issuer:

UPTIF (State Pool)	86,175,467.21	93.14%
Zions Bank Escrow (Dreyfus)	-	0.00%
Zions Bank Escrow (Fidelity)	1,595,306.00	1.72%
US Bank Escrow (Federated)	0.73	0.00%
US Bank Escrow (First American)	768,130.64	0.83%
Cache Valley Bank	2,907,300.44	3.14%
Zions Bank	74,468.51	0.08%
U.S. Bank	597,105.55	0.65%
Wells Fargo	247,620.10	0.27%
State Bank of Southern Utah	161,214.07	0.17%
Total	92,526,613.25	100.00%

Investments by Issuer (excluding UPTIF 93.14%)



Portfolios Weighted Average Maturity on

1/31/2015 61.82 days

Portfolios Weighted Average Rate on

1/31/2015 0.48%

City of St. George
DEPOSITS AND INVESTMENTS
1/31/2015

Name of Bank	Type of Account	Rate**	Due Date or Maturity	Purchase Date	Face Amount (Bank Balance)	Average Days to Maturity*	Held at or s/f Location	Current Market Value	Investment Type	Issuer	Fund that money or investment is assigned to
Zion's FNB	Money Market	0.1500	01/31/15	01/01/15	74,468.51	1	Zion's	1.00	Other	Zions	General
Wells Fargo Bank	Money Market	0.0100	01/31/15	01/01/15	247,620.10	1	WFB	1.00	Other	WFB	General
U.S. Bank	Checking - Utilities	0.0100	01/31/15	01/01/15	88,365.64	1	US Bank	n/a	Other	USB	General
St. Bank So. Ut.	Public Money Market	0.3000	01/31/15	01/01/15	161,214.07	1	SBSU	n/a	Other	SBSU	General
Cache Valley Bank	T C D	0.4500	03/19/15	03/19/14	479,183.19	Q	CVB	1.00	CD's	Cache Valley	General
Cache Valley Bank	Checking - General	-	01/31/15	01/01/15	2,398,456.60	1	CVB	n/a	Other	Cache Valley	General
Cache Valley Bank	Checking - Utilities & Payroll	-	01/31/15	01/01/15	-	1	CVB	n/a	Other	Cache Valley	General
Cache Valley Bank	Checking - Other	-	01/31/15	01/01/15	91.78	1	CVB	n/a	Other	Cache Valley	General
Cache Valley Bank	Savings	0.3000	01/31/15	01/01/15	29,568.87	1	CVB	n/a	Other	Cache Valley	General
State Treasurer	PTIF - 0167 General Account	0.5073	01/31/15	01/01/15	84,495,919.59	65	UPTIF	1.00	Govt. Pool	UPTIF	General, Water, Elec, Swr, Self Ins
State Treasurer	PTIF - 0983 Performance Bond	0.5073	01/31/15	01/01/15	140,170.30	65	UPTIF	1.00	Govt. Pool	UPTIF	General (Performance Bonds)
State Treasurer	PTIF - 2037 Community Arts	0.5073	01/31/15	01/01/15	15,748.68	65	UPTIF	1.00	Govt. Pool	UPTIF	Arts Commission
State Treasurer	PTIF - 2038 Community Arts Interest	0.5073	01/31/15	01/01/15	77.58	65	UPTIF	1.00	Govt. Pool	UPTIF	Arts Commission
State Treasurer	PTIF - 5033 Retainage	0.5073	01/31/15	01/01/15	81,911.93	65	UPTIF	1.00	Govt. Pool	UPTIF	Various (Retainage Held)
State Treasurer	PTIF - 5178 New PD Task Force Seizure	0.5073	01/31/15	01/01/15	15,563.22	65	UPTIF	1.00	Govt. Pool	UPTIF	General
State Treasurer	PTIF - 5737 Warranty Deposits	0.5073	01/31/15	01/01/15	264,284.03	65	UPTIF	1.00	Govt. Pool	UPTIF	General
U.S. Bank	Sales Tax Revenue Refunding 2009 Bond	0.0200	01/31/15	01/01/15	768,130.58	39	US Bank	1.00	Govt. Pool	UPTIF	General
U.S. Bank	MBA Lease Rev Bonds 1998	-	01/31/15	01/01/15	0.73	15	US Bank	1.00	U.S. Treasuries	F.Am. Prime Ob	Sales Tax Bond Fund
U.S. Bank	Electric Revenue Bonds 2008 Bond	-	01/31/15	01/01/15	-	34	US Bank	1.00	U.S. Treasuries	Fed Auto Gov	General
U.S. Bank	Electric Revenue Bonds 2005 Bond	0.0100	01/31/15	01/01/15	0.06	47	US Bank	1.00	U.S. Treasuries	F.Am. Treas	Electric
U.S. Bank	Excise Tax Rev Bonds 2009A & B Bond	0.5073	01/31/15	01/01/15	84.60	65	US Bank	1.00	Govt. Pool	F.Am. Gov	Electric
U.S. Bank	Excise Tax Rev Bonds 2009A & B Reserve	0.5073	01/31/15	01/01/15	350,443.31	65	US Bank	1.00	Govt. Pool	UPTIF	General (Airport)
U.S. Bank	Sales Tax Rev Refunding Ser 2011 Bond	0.0200	01/31/15	01/01/15	508,739.91	1	US Bank	1.00	Govt. Pool	UPTIF	General
U.S. Bank	Electric Revenue Refunding Bn 2013 Bond	0.5073	01/31/15	01/01/15	29.01	65	US Bank	1.00	Other	USB Mmkt	Sales Tax Bond Fund
Zion's FNB	St George Water Rev Ref 2012 Bond Fund	0.0100	01/31/15	01/01/15	-	60	US Bank	1.00	Govt. Pool	UPTIF	Electric
Zion's FNB	St George Water Rev Ref 2012 Bond Fund	0.0100	01/31/15	01/01/15	153,653.28	39	Zion's	1.00	U.S. Treasuries	Dreyfus	Water
Zion's FNB	Water Rev Ref 2013 Bond	0.5073	01/31/15	01/01/15	-	65	Zion's	1.00	Govt. Pool	Fidelity	Water
Zion's FNB	Water Rev Ref 2013 Bond	0.0100	01/31/15	01/01/15	790,316.87	39	Zion's	1.00	Govt. Pool	UPTIF	Water
Zion's FNB	GO Ref Bond, Ser 2010 BF	0.5073	01/31/15	01/01/15	92,162.53	65	Zion's	1.00	U.S. Treasuries	Fidelity	Water
Zion's FNB	Franchise Tax 2014 Bond Fund	0.5073	01/31/15	01/01/15	145.99	65	Zion's	1.00	Govt. Pool	UPTIF	Various
Zion's FNB	Franchise Tax 2014 Project Acct	0.5073	01/31/15	01/01/15	-	65	Zion's	1.00	Govt. Pool	UPTIF	Public Works/Capital Projects
Zion's FNB	UWFA Water Rev 2004A Bond	0.5073	01/31/15	01/01/15	-	65	Zion's	1.00	Govt. Pool	UPTIF	Public Works/Capital Projects
Zion's FNB	UWFA Sewer 2004A Bond Fund	0.5073	01/31/15	01/01/15	-	65	Zion's	1.00	Govt. Pool	UPTIF	Water
Zion's FNB	GO Ser 2014 Bond Fund	0.5073	01/31/15	01/01/15	609,104.34	65	Zion's	1.00	Govt. Pool	UPTIF	Wastewater
Zion's FNB	GO Ser 2014 COI	0.5073	01/31/15	01/01/15	107,500.00	65	Zion's	1.00	Govt. Pool	UPTIF	General
Zion's FNB	Bond accts - temp SID & misc.	0.5073	01/31/15	01/01/15	2,322.10	65	Zion's	1.00	Govt. Pool	UPTIF	General
Zion's FNB	Swr Rev 93B Reserve	0.0100	01/31/15	01/01/15	-	60	Zion's	1.00	Govt. Pool	UPTIF	General
Zion's FNB	Swr Rev 1993 B Bond	0.0100	01/31/15	01/01/15	-	60	Zion's	1.00	U.S. Treasuries	Dreyfus	Wastewater
Zion's FNB	St George Water Rev Ref 2011 Bond	0.0100	01/31/15	01/01/15	-	60	Zion's	1.00	U.S. Treasuries	Dreyfus	Wastewater
Zion's FNB	St George Water Rev Ref 2011 Bond	0.0100	01/31/15	01/01/15	651,335.85	39	Zion's	1.00	U.S. Treasuries	Fidelity	Water
Zion's FNB	Bond accts - temp SID & misc.	0.0100	01/31/15	01/01/15	-	60	Zion's	1.00	U.S. Treasuries	Dreyfus	Various
TOTAL =					92,526,613.25						

* Average Days to Maturity updated monthly.

** Interest Rate updated monthly for bond escrow accounts.

Request For Council Action

Date Submitted 2015-03-05 08:19:52

Applicant Rich Stehmeier

Quick Title Airport Hangar Agreement - Clear Line Aviation

Subject Consider approval of an airport hangar lease with Clear Line Aviation for lot #51L.

Discussion

Cost \$0.00

City Manager Recommendation Recommend approval as it meets all City requirements.

Action Taken

Requested by Cameron Cutler

File Attachments [Clear Line Aviation, 51L \(needs map\).doc](#)

Approved by Legal Department?

Approved in Budget? **Amount:**

Additional Comments

Attachments [Clear Line Aviation, 51L \(needs map\).doc](#)



PRIVATE HANGAR AGREEMENT
BETWEEN
CITY OF ST. GEORGE
CLEAR LINE AVIATION, LLC

PRIVATE HANGAR AGREEMENT

THIS PRIVATE HANGAR AGREEMENT (which, as amended from time to time, is defined herein as the "Agreement") is entered into as of the ____ day of _____, 2015, by and between the City of St. George, Utah, a Utah municipal corporation, (the "City") and Clear Line Aviation, LLC, a Utah LLC, ("Tenant").

RECITALS

WHEREAS, City operated a municipal airport located at 317 S. Donlee Drive, St. George, Utah 84770 (the "Former Airport") until on or about January 13, 2011; and

WHEREAS, City constructed a new airport located at 4550 S. Airport Parkway, St. George, Utah 84790 (the "Airport") and commenced operations at the Airport on or about January 13, 2011; and

WHEREAS, City and Tenant desire to accommodate, promote, and enhance general aviation at the Airport; and

WHEREAS, Tenant desires to lease certain real property at the Airport for purposes of constructing and using a private hangar for aircraft as set forth in this Agreement;

NOW, THEREFORE, in consideration of the payment of TEN AND NO/100 DOLLARS (\$10.00), the foregoing recitals and the covenants and conditions stated herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Agreement to Lease and Operate Concession

A. Agreement to Lease Premises. City hereby leases to Tenant and Tenant hereby leases from City that certain real property described in Exhibit A together with the improvements constructed thereon by City (the "Premises"). City has authority to lease such Premises. Tenant agrees to accept the Premises "as is," and City makes no warranty as to the condition of the Premises or their suitability for any particular purpose.

B. Construction of Tenant Improvements. Tenant shall construct on the Premises the improvements that are authorized by City from time to time as provided in Exhibit B (the "Tenant Improvements"). Tenant agrees that Tenant's construction of the Tenant Improvements as provided in this Agreement is a part of the consideration to City under this Agreement.

C. Purpose of Agreement. Tenant agrees that it shall use the Premises for the following purposes only: the parking, storage, service, repair, light maintenance, operation, and modification or construction (on a noncommercial basis only) of Aircraft, plus incidental activities related to such purposes (including, but not limited to, parking an automobile or motorcycle inside the hangar while the Aircraft is in flight, but only if such vehicle was driven by a person on board such Aircraft). An "Aircraft" shall be any aircraft that Tenant owns or controls, or that is subject to an authorized sublease, when approved in writing in advance by City. Tenant shall provide proof of the ownership or control of any Aircraft upon City's request.

The following are the make, model, and identification number of all Aircraft approved by City upon entering this Agreement, and Tenant shall provide the same information to City in writing when requesting approval for any subsequent Aircraft:

- | | | | |
|------|-------------------------------|-------------|--------|
| i. | <u>Make:</u> | Cubcrafters | Cessna |
| ii. | <u>Model:</u> | CC11-160 | 182Q |
| iii. | <u>Identification Number:</u> | N814P | N378CM |

D. Access. City agrees that if Tenant is not in breach of this Agreement, Tenant and Tenant's employees, officers, directors, subtenants that are approved by City pursuant to this Agreement, contractors, subcontractors, suppliers, agents, invitees, and other representatives ("Tenant's Associates") are authorized to ingress and egress across the Airport (in the areas designated by City and as permitted by applicable Laws and Regulations, as such term is defined in Section 4.B) on a non-exclusive basis and to the extent reasonably necessary for Tenant's use, occupancy, and operations at the Premises.

E. Right of Flight and Other Reserved Rights. This Agreement conveys only a leasehold interest in the Premises on the terms and for the purposes provided herein, and it conveys no other rights, title, or interests of any kind. Among the rights reserved to City, City reserves in the Premises a right of flight for the passage of aircraft in the air, a right to cause such noise as may at any time be inherent in the operation of aircraft, and all other rights, including, but not limited to, water, minerals, oil, and gas.

F. Enjoyment of Rights. Subject to Tenant's complete performance of the payment and other obligations contained in this Agreement, Tenant shall enjoy the rights, uses, and privileges stated in this Agreement.

2. Term. This Agreement shall be effective during the period when Tenant constructs the initial Tenant Improvements as stated in Exhibit B. The term of this Agreement shall commence on March 19, 2015 (the "Commencement Date") and shall continue thereafter for a term of thirty (30) years until March 18, 2045, (the "Expiration Date").

3. Rent

A. Rent. For Tenant's lease of the Premises, Tenant covenants to pay to City without set-off or deduction the annual ground rent provided in Exhibit C commencing on the Commencement Date. The rent for any fraction of a year shall be prorated. All rent shall be payable annually in advance without notice or demand by the first business day of the month of January and shall be subject to the terms stated in Exhibit C.

B. Additional Rent. Any sum (other than the rent required in Section 3.A) that Tenant is obligated to pay to City arising from or relating to this Agreement or Tenant's use, occupancy, or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed

by City), fines, civil penalties, damages, claims, interest, charges, expenses, and utility charges. Additional rent shall be subject to the terms stated in Exhibit C.

4. Tenant's Use of Premises and Airport

A. No Interference. Tenant and Tenant's Associates shall not use the Premises or the Airport in any manner that City determines (in City's sole discretion) interferes with any operation at the Airport or decreases the Airport's effectiveness. Tenant shall promptly notify City of any use that creates such interference or decrease in effectiveness and remedy the same to City's sole satisfaction.

B. Comply with All Laws. Tenant and Tenant's Associates shall comply at all times, at Tenant's sole cost, with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Tenant's use, occupancy, or operations at the Premises or the Airport (the "Laws and Regulations"), which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law, and other pronouncements of any kind having the effect of law including, but not limited to, the Airport Rules and Regulations, the Airport Building Development Standards, and all Laws and Regulations pertaining to the environment (the "Environmental Laws"); any and all plans and programs developed in compliance with such requirements (including, but not limited to, the Airport Security Plan); and all lawful, reasonable, and nondiscriminatory Airport policies and other requirements. Upon a written request by City, Tenant will verify, within a reasonable time frame, compliance with any Laws and Regulations.

C. No Unauthorized Use. Tenant and Tenant's Associates shall use the Premises and the Airport only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, any use that would damage, interfere with, or alter any improvement; restricting access on any road or other area that Tenant does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Laws and Regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; any commercial activity; driving a motor vehicle at an Airport location other than a roadway or parking area (except in connection with parking an automobile or motorcycle inside the hangar while the Aircraft is in flight, but only if such vehicle was driven by a person on board such Aircraft); the use of automobile parking areas in a manner not authorized by City; self-fueling activities on the Premises or any other area that City has not authorized; any use conflicting with Exhibit F; and any use that would be prohibited by or would impair coverage under either party's insurance policies.

D. Permits and Licenses. Tenant shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Tenant's use, occupancy, or operations at the Premises or the Airport. In the event that Tenant receives notice from any governmental authority that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide City with timely written notice of the same.

E. Taxes and Liens. Tenant shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Tenant's use, occupancy, or operations at the Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for the Tenant Improvements). Within ten (10) days, Tenant shall remove any such lien that may be created or commence a protest of such lien by depositing with City cash or other security acceptable to City in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the Premises, Tenant shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against City's real property or any interest therein.

F. Damage to Property and Notice of Harm. In addition to Tenant's indemnification obligations set forth in Article 6, Tenant, at Tenant's sole cost, shall repair or replace (to City's sole satisfaction) any damaged property that belongs to City or City's other tenants to the extent that such damage arises from or relates to an act or omission of Tenant or Tenant's Associates. Tenant shall promptly notify City of any such property damage. If Tenant discovers any other potential claims or losses that may affect City, Tenant shall promptly notify City of the same.

G. No Alterations or Improvements. Tenant shall not make or cause to be made to the Premises any alteration or improvement that is subject to City code requirements, and shall not alter or improve other areas of the Airport, without City's prior written consent (in City's sole discretion).

H. Signage and Advertising. Tenant is not authorized to install or operate any signage on the Premises or at the Airport except with the prior written approval of City (which may be given or withheld in City's sole discretion). Any approved signage shall be at Tenant's expense and shall comply with Laws and Regulations (including, but not limited to, City's Airport signage policies and standards and City's ordinance and permit requirements). Tenant shall not advertise or permit others to advertise at the Airport by any means, whether or not such advertising is for profit.

I. Security. Tenant is responsible to comply (at Tenant's sole cost) with all security measures that City, the United States Transportation Security Administration, or any other governmental authority having jurisdiction may require in connection with the Airport, including, but not limited to, any access credential requirements, any decision to remove Tenant's access credentials, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by Tenant or Tenant's Associates. Tenant agrees that City has the right (in City's sole discretion) to impose any Airport security requirements that City may determine. Tenant further agrees that Airport access credentials are the property of City and may be suspended or revoked by City in its sole discretion at any time. Tenant shall pay all fees associated with such credentials, and Tenant shall immediately report to the Airport Manager any lost credentials or credentials that Tenant removes from any employee or any of Tenant's Associates. Tenant shall protect and preserve security at the Airport.

J. Removal of Disabled Aircraft. When consistent with Laws and Regulations, Tenant shall promptly remove or cause to be removed from any portion of the Airport not leased by Tenant the Aircraft or any other aircraft that Tenant owns or controls if it becomes disabled. Tenant may store such aircraft within the Tenant Improvements or, with City's prior written consent, elsewhere at the Airport on terms and conditions established by City. If Tenant fails to comply with this requirement after a written request by City to comply, City may (but is not required to) cause the removal of any such aircraft at Tenant's expense by any means that City determines, in its sole discretion, to be in City's best interests.

K. Maintenance, Repair, Utilities, and Storage. Tenant's use, occupancy, and operations at the Premises shall be without cost or expense to City. Tenant shall be solely responsible to design and construct the Tenant Improvements and to maintain, repair, reconstruct, and operate the Premises and the Tenant Improvements at Tenant's sole cost and expense, including, but not limited to, all utility services, janitorial services, waste disposal, and ramp repair. Tenant shall at all times maintain the Premises and the Tenant Improvements in a condition that is equal to the level of maintenance maintained by the City in comparable areas and that is clean, safe, sanitary, and in good repair. Tenant shall perform all work in accordance with Laws and Regulations and in a good and workmanlike manner. Tenant shall promptly remedy any condition that fails to meet this standard. Without limiting the foregoing obligations, Tenant shall not store on the Premises any inoperable equipment, discarded or unsightly materials, or materials likely to create a hazard; shall not use areas outside of the Tenant Improvements for storage; and shall store trash in covered metal receptacles. Any substance or material that is regulated by any Environmental Law ("Hazardous Materials") shall be governed by Section 7.

L. Operations. Tenant's operations shall comply with the following:

i. Airport Operations. Tenant shall occupy the Premises at all times and shall operate in a manner that promotes effective airport operations. Among other things, Tenant shall immediately notify the Airport Manager of any condition observed at the Airport that may create a hazard or disruption; Tenant shall refrain from annoying, disturbing, or impairing Airport customers, tenants, or employees; and Tenant shall promptly respond to City's complaints, requests for information, and requests for reasonable assistance in connection with planning and other operational matters at the Airport. If City determines for any reason that emergency conditions exist at the Airport, Tenant shall participate in any emergency response as directed by City or other agency in charge and shall operate in a manner that protects safety and the interests of the public.

ii. Safety. City may, but is not obligated to, stop Tenant's operations if safety Laws and Regulations or other safe work practices are not being observed.

iii. Personnel. Tenant shall control the conduct, demeanor, and appearance of its employees and Tenant's Associates so that they do not annoy, disturb, or impair Airport customers, tenants, or employees. Tenant's employees shall possess adequate training and qualifications to carry out their assigned duties.

iv. **Deficiencies.** Without limiting or waiving any other remedies available to City, City's remedies shall include the following in connection with deficiencies in Tenant's operations:

a. **Propose and Implement Cure.** Tenant shall meet with the Airport Manager upon such manager's request regarding the quality of Tenant's operations, whether or not in connection with a specific complaint. Tenant shall propose curative measures in response to City's determinations regarding deficiencies in Tenant's operations and shall implement as expeditiously as possible measures that are approved by City.

b. **Remove Employees and Associates.** City shall have the right to require that Tenant remove from the Airport any employee or any of Tenant's Associates that City reasonably determines to be in violation of Section 4.L.iii or otherwise detrimental to City's interests at the Airport.

c. **Liquidated Damages.** City shall have the right to require Tenant to pay liquidated damages in connection with addressing any deficiency as further set forth in Exhibit C.

5. City's Rights and Obligations

A. Airport Maintenance. City agrees that as long as the Airport is certified to operate as an airport by the Federal Aviation Administration (or any successor agency), City shall keep the property of the Airport in good repair and free from obstruction in accordance with applicable Federal standards.

B. Access to Premises. City for itself and its employees, officers, directors, agents, contractors, subcontractors, suppliers, invitees, volunteers and other representatives ("City's Associates") reserves the right to enter the Premises as provided in this Section 5.B. City and City's Associates shall not be deemed guilty of trespass upon the Premises, or to have violated any of Tenant's rights hereunder, by reason of such an entrance into any portion of the Premises.

i. **Without Notice.** City and City's Associates shall have the right to enter the Premises (not including the Tenant Improvements) at any time and without prior notice, provided that they shall not unreasonably interfere with Tenant's use of the Premises. City and City's Associates shall have the right to enter the Tenant Improvements at any time and without prior notice for any purpose relating to any emergency, security or safety concern, or to investigate or remediate potential threats or hazards.

ii. **Notice.** In addition to the rights set forth in Section 5.B.i, City and City's Associates shall have the right to enter the Tenant Improvements for any other purpose relating to the Airport (including, but not limited to, in order to conduct inspections, determine compliance with the Agreement, and conduct Airport work) provided that they shall not unreasonably interfere with Tenant's use of the Premises. In connection with such entry, City shall provide twenty four (24) hours' advance notice to Tenant by sending a message to Tenant

if: (a) Tenant maintains on file with City a working email address (or an address in another format designated by City) that is capable of accepting messages for Tenant, and (b) Tenant provides to City a key or other access to the Premises by no later than the time of the entry. If Tenant does not comply with all of the foregoing conditions for such notice, City and City's Associates shall have the right to enter the Tenant Improvements as determined by City in City's sole discretion.

iii. Interviews. Tenant agrees to allow City to interview any of Tenant's employees to discuss any matters pertinent to Tenant's use, occupancy, or operations at the Premises and the Airport.

C. City's Right to Work Within, Alter, or Recover Premises. City has the right at the Airport to perform or cause to be performed any work (including, but not limited to, constructing improvements, surveying, performing environmental testing, removing any hazard or obstruction, and implementing any plan, program, or action), that City (in its sole discretion) determines to be in City's best interests, including, but not limited to, within the Premises. City may elect to pursue any such work without recovering the Premises from Tenant, in which case City shall exercise reasonable care to minimize disruptions to Tenant and the Premises. City also has the right to recover all or any portion of the Premises from Tenant in connection with any such work (with or without relocating Tenant) as City may determine in its sole discretion, and the following shall apply:

i. Recovery. If City determines to recover all or any portion of the Premises, City shall provide Tenant with ninety (90) days prior written notice specifying what areas will be recovered. If any portion remaining after such recovery is tenantable in light of the purposes of this Agreement (as determined by City in its sole discretion), City shall reduce Tenant's rent hereunder by the percentage of the Premises that City recovers, and City shall pay the cost of any alterations to the Tenant Improvements that are required by City in connection therewith (so long as such improvements are not in breach of this Agreement). If City recovers all of the Premises, or if any remaining portion of the Premises is not tenantable pursuant to City's determination, City may terminate this Agreement by including in the notice provided for in this Section 5.C.i a notice of termination, and this Agreement shall terminate at the end of such ninety (90) day period. In connection with any such termination, City shall pay only the following amount: the remaining, unamortized value of the Tenant Improvements (so long as such improvements are not in breach of this Agreement) based on amortizing Tenant's certified construction costs (determined pursuant to Exhibit B, Section B.8.a) using a straight-line method over a thirty (30) year period that commences on the Commencement Date. Such thirty-year period relates only to the calculation contained in this Section 5.C.i, and it does not alter any other provision of this Agreement (including, but not limited to, the term hereof or any termination rights).

ii. Relocation. If City elects to relocate Tenant, City shall pay the reasonable costs that Tenant actually incurs to relocate to a new location (chosen by City) the Tenant Improvements (so long as such improvements are not in breach of this Agreement) and any movable property associated with Tenant's permitted uses under this Agreement. Tenant's rent at such new location shall be determined based on the actual square footage contained in Tenant's Premises at such new location.

iii. **No Waiver.** Nothing under this Section 5.C shall be construed to waive City's right to pursue any remedy for a breach of this Agreement arising from or relating to Tenant's use, occupancy, or operations at any portion of the Premises or at the Airport.

D. City's Right to Implement Airport Programs. City has the right to implement any lawful, reasonable, and nondiscriminatory program at the Airport as City may determine in its sole discretion, and to require Tenant to participate in or comply with any such program. Such programs may include, but are not limited to, providing common arrangements for trash disposal, utilities, or other Airport functions; providing revenue-generating activities at the Airport by City or its designee (including, but not limited to, vending machines, advertising, wireless communications, and utility services whether on or off of the Premises); designating approved vendors and service providers at the Airport; establishing central locations and security procedures for delivering goods or materials to the Airport; and establishing green building and other programs to benefit the environment and conserve energy.

E. City Directives. City is the owner and proprietor of the Airport, and City has the right to issue any lawful, reasonable, and non-discriminatory directive as a landlord and proprietor that City determines to be in City's best interests.

F. Governmental Acts. City is a government entity, and City has all rights, powers, and privileges afforded to it under Laws and Regulations. Tenant agrees that Tenant is subject to any lawful governmental act of City without regard to the provisions of this Agreement.

6. Indemnity, Insurance, and Letter of Credit

A. Indemnity by Tenant. Tenant agrees to indemnify, hold harmless, and defend City and its officers and employees from and against losses of every kind and character (including, but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court or dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (i) this Agreement; (ii) any use, occupancy, or operations at the Premises or the Airport by Tenant or Tenant's Associates; or (iii) any wrongful, reckless, or negligent act or omission of Tenant or Tenant's Associates. Tenant shall use attorneys, experts, and professionals that are reasonably acceptable to City in carrying out this obligation. This obligation does not require Tenant to indemnify City and its officers and employees against losses (as defined above) that arise solely from the negligent acts or omissions of City and its officers and employees. The obligation stated in this Section 6.A shall survive the expiration or other termination of this Agreement with respect to matters arising before such expiration or other termination. These duties shall apply whether or not the allegations made are found to be true.

B. Waiver. Tenant assumes all risk of the use of the Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future

(including, but not limited to, claims for business interruption and for damage to any aircraft) against City and its officers, employees, and volunteers arising from or relating to Tenant's use, occupancy, or operations at the Premises or the Airport.

C. Insurance. At Tenant's cost, Tenant shall procure the following insurance coverage prior to entering the Premises, and Tenant shall maintain its insurance coverage in force at all times when this Agreement is in effect in compliance with and subject to City's insurance requirements as they exist from time to time (including, but not limited to, the terms provided in Exhibit D):

i. Aircraft Liability with Additional Coverage. Aircraft liability insurance that includes premises liability, and, if applicable, mobile equipment coverage with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) per occurrence (and one hundred thousand dollars (\$100,000) per passenger seat for applicable claims), including, but not limited to, contractual liability coverage for Tenant's performance of the indemnity agreement set forth in Section 6.A. If any such coverage is not available to Tenant in the form of an aircraft liability policy, Tenant shall obtain substantially similar coverage through a commercial general liability policy.

ii. Property. All risk property insurance coverage in an amount equal to the replacement cost (without deduction for depreciation) of the Tenant Improvements. Tenant is solely responsible for Tenant's personal property, and Tenant may purchase insurance for Tenant's personal property as Tenant may determine.

iii. Automobile. If Tenant drives any automobile other than in the roadways and automobile parking areas at the Airport (including, but not limited to, if Tenant parks an automobile in Tenant's hangar when permitted by this Agreement), comprehensive automobile liability coverage for claims and damage due to bodily injury or death of any person or property damage arising out of Tenant's ownership, maintenance, or use of any motor vehicles, whether owned, hired, or non-owned, of not less than five hundred thousand dollars (\$500,000) single combined limit "per accident" for bodily injury and property damage.

iv. Pollution. Tenant is responsible for environmental losses. Any pollution legal liability insurance obtained by Tenant shall comply with the requirements for insurance that are stated in this Agreement. If Tenant engages in self-fueling, Tenant shall comply with City's self-fueling requirements, including, but not limited to, pollution legal liability insurance requirements.

v. Aircraft. Tenant is solely responsible for any damage or loss to the Aircraft. Tenant shall obtain insurance coverage for the Aircraft as Tenant may determine.

vi. Business Interruption. Tenant is solely responsible for all costs of business interruption, however incurred, and Tenant may purchase business interruption insurance as Tenant may determine.

D. Performance Security. City reserves the right to require a performance security in a form and amount acceptable to City upon any material default by Tenant under this Agreement.

7. Hazardous Materials

A. No Violation of Environmental Laws. Tenant shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the Premises or the Airport by Tenant or Tenant's Associates in violation of applicable Environmental Laws. Tenant is responsible for any such violation as provided by Section 6.A of this Agreement.

B. Response to Violations. Tenant agrees that in the event of a release or threat of release of any Hazardous Material by Tenant or Tenant's Associates at the Airport, Tenant shall provide City with prompt notice of the same. Tenant shall respond to any such release or threat of release in accordance with applicable Laws and Regulations. If City has reasonable cause to believe that any such release or threat of release has occurred, City may request, in writing, that Tenant conduct reasonable testing and analysis (using qualified independent experts acceptable to City) to show that Tenant is complying with applicable Environmental Laws. City may conduct the same at Tenant's expense if Tenant fails to respond in a reasonable manner. Tenant shall cease any or all of Tenant's activities as City determines necessary, in its sole and absolute discretion, in connection with any investigation, cure, or remediation. If Tenant or Tenant's Associates violate any Environmental Laws at the Airport (whether due to the release of a Hazardous Material or otherwise), Tenant, at Tenant's expense, shall have the following obligations, which shall survive any expiration or termination of this Agreement: (i) promptly remediate such violation in compliance with applicable Environmental Laws; (ii) submit to City a written remediation plan, and City reserves the right to approve such plan (which approval shall not be unreasonably withheld) and to review and inspect all work; (iii) work with City and other governmental authorities having jurisdiction in connection with any violation; and (iv) promptly provide to City copies of all documents pertaining to any environmental concern that are not subject to Tenant's attorney-client privilege.

C. Obligations Affecting Permits. To the extent that Tenant is a co-permittee with City in connection with any permit relating to the environment at the Airport, or to the extent that any of Tenant's operations in connection with this Agreement or otherwise may impact City's compliance with any such permit, Tenant shall work cooperatively with City and other tenants and take all actions necessary to ensure permit compliance, and minimize the cost of such compliance, for the benefit of Airport operations.

D. Obligations upon Termination and Authorized Transfers. Upon any expiration or termination of this Agreement (and this obligation shall survive any such expiration or termination), and upon any change in possession of the Premises authorized by City, Tenant shall demonstrate to City's reasonable satisfaction that Tenant has removed any Hazardous Materials and is in compliance with applicable Environmental Laws. Such demonstration may include, but is not limited to, independent analysis and testing. The obligations of this Section 7 shall survive any termination of this Agreement.

8. Assignment and Subleasing

A. Assignment. Tenant shall not assign any of its rights under this Agreement, including, but not limited to, rights in the Tenant Improvements, (whether such assignment is voluntarily or involuntarily, by merger, consolidation, dissolution, change in control, or any other manner), shall not encumber any such rights or record this Agreement (or any document or interested relating thereto), and shall not delegate any performance under this Agreement, except with the prior written consent of City to any of the same. City may withhold consent to such assignment, encumbrance, or delegation for any or no reason in its sole discretion. Regardless of City's consent, Tenant shall not be released from any obligations for matters arising during the time when this Agreement was in effect. Any purported assignment or encumbrance of rights or delegation of performance in violation of this Section 8.A is void. This Agreement is binding on Tenant's successors or assigns that have been authorized pursuant to this Section 8.A.

B. Permitted Encumbrances.

i. Acceptable Request. Any request for City's consent to an encumbrance under this Section 8 shall at a minimum meet the following requirements: (a) the purpose of such encumbrance shall be to secure financing for the Tenant Improvements; (b) such encumbrance shall only encumber Tenant's leasehold interest and shall not encumber any other interest whatsoever; (c) the lienholder must agree to maintain current contact information with City at all times; (d) the lienholder and Tenant must agree to provide to City concurrent copies of any notices of default sent to Tenant and all letters or other information exchanged between Tenant and the lienholder thereafter until such matter has concluded; (e) the lienholder must agree to promptly remove such encumbrance when the obligation that it secures has been satisfied; (f) such encumbrance shall be subordinate to the City's interests except as provided in Section 8.B.ii; (g) such encumbrance shall terminate prior to the Expiration Date of this Agreement; (h) by obtaining City's consent Tenant agrees that it shall not default on its commitment in connection with the permitted encumbrance (and any such default shall be a breach of this Agreement); and (i) the lienholder must certify to City that it has reviewed this Agreement, that it has accepted provisions that may affect the lienholder, and that no loan requirements conflict with or materially erode any provisions of this Agreement.

ii. Defaults. If Tenant defaults under either this Agreement or an encumbrance that City permits pursuant to Section 8.B.i, the City will consent to a transfer of Tenant's interests in this Agreement and the Tenant Improvements (to an acceptable party as set forth below) if Tenant and the lienholder comply with the following: (a) at the time of the default such lienholder must have an enforceable lien and be in compliance with Section 8.B.i; (b) such lienholder must cure all defaults under this Agreement within twenty (20) days after the first such default; (c) as a part of such cure, such lienholder (or another operator provided by such lienholder) must enter interim terms with City to perform this Agreement, and the operator and terms must be acceptable to City in its sole discretion; (d) as a part of such cure, such lienholder must execute a guaranty on terms acceptable to City under which, at a minimum, such lienholder agrees to guarantee full performance of obligations designated as Tenant obligations under this Agreement; (e) as a part of such cure, Tenant and such lienholder must agree that City shall have

a lien with first priority on the Tenant Improvements and all of Tenant's personal property at the Premises to secure full performance of the Tenant obligations under this Agreement; (f) upon completing such cure, this Agreement must be fully performed without subsequent defaults; (g) any transferee of Tenant's interests, and the terms of any transfer, must be acceptable to City in City's sole discretion; and (h) the City may required reasonable terms in addition to those set forth in this Agreement. If Tenant or such lienholder fails to comply with any of the foregoing obligations, such failure shall be a default under this Agreement. Upon such a default, City at any time may, but is not required to, terminate this Agreement and exercise any rights set forth in Section 11.A.i, and such lienholder shall promptly remove all encumbrances. City shall have no obligation to provide any notices to any lienholder, and City shall have no liability of any kind to any lienholder.

C. Subleasing. Upon obtaining City's prior written consent, which City may provide or withhold in City's sole discretion, Tenant shall have the right to sublease portions of the Premises for the storage of Aircraft in the areas approved by and subject to the terms required by City. Tenant shall impose on all approved subtenants the same terms set forth in this Agreement to provide for the rights and protections afforded to City hereunder. Tenant shall reserve the right to amend Tenant's subleases to conform to the requirements of this Agreement, and all such subleases shall be consistent with and subordinate to this Agreement as it is amended from time to time. Such subleases shall include an agreement that the sublessees will attorn to and pay rent to City if Tenant ceases to be a party to this Agreement. City shall have the right to approve any sublease in City's sole discretion, and Tenant shall provide to City a copy of every sublease executed by Tenant (which shall include the make, model, and identification number of all Aircraft making use of such space). No sublease shall relieve Tenant of any obligation under this Agreement.

9. Damage, Destruction, and Condemnation

A. Damage or Destruction of Premises. If any portion of the Premises or the Tenant Improvements is damaged in any manner, Tenant shall promptly remove from the Airport all debris and cause repairs to be made to restore the same to an orderly and safe condition. All work shall be performed in accordance with plans and specifications that are approved by City as being consistent with or better than the original improvements. Tenant shall apply all proceeds that are made available from Tenant's insurance policies (or those of any subtenant or assignee) to performing such work. If City performs such work pursuant to Section 10.B, such insurance proceeds shall be paid to City. If the Premises or Tenant Improvements are tenantable despite such damage, Tenant shall not receive any abatement of Tenant's rent obligations. To the extent that any portion is rendered untenable by such damage in light of the purposes of this Agreement (as determined by City in its sole discretion), rent shall continue if Tenant has business interruption insurance, or if Tenant does not have such insurance, City shall abate Tenant's rent proportionately until repairs have been substantially completed (as determined by City in its sole discretion).

B. Condemnation. In the event of any condemnation proceeding in which all or any part of the Premises is taken (by a condemnor other than City), all compensation from such proceeding shall be paid to City, except that Tenant may pursue a claim against the condemnor

for the value of the Tenant Improvements and Tenant's leasehold interest and any subtenants may pursue a claim against the condemnor for the value of their subtenancy interests. In the event of a partial taking, City shall reduce the ground rent payable by Tenant on a pro rata basis for portions of the Premises so taken. If City determines in its sole discretion that all or a material portion of the Premises will be (or has been) rendered untenable as a result of such taking, City may terminate this Agreement by giving Tenant a written notice of termination, and this Agreement shall terminate at the time specified in the notice (which shall not be less than thirty (30) days after the date of such notice).

10. Default

A. Tenant's Default. The occurrence of any of the following events shall constitute a default by Tenant under this Agreement: (i) Tenant fails to timely pay any installment of rent or any additional rent; (ii) Tenant violates any requirement under this Agreement (including, but not limited to, abandonment of the Premises) and fails to cure the same within twenty (20) days following written notice of such violation from City (except that in the case of insurance coverage required to be maintained, such period shall be five (5) days); (iii) Tenant assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Premises (except as expressly permitted in this Agreement); (iv) Tenant files a petition in bankruptcy, becomes insolvent, or has a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Tenant petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or (vi) Tenant defaults in constructing a Tenant Improvement as provided in Exhibit B, Section B.7.

B. Remedies. Upon any default by Tenant under this Agreement, City may (at any time) pursue any or all remedies available to City, including, but not limited to, the following: (i) perform in Tenant's stead any obligation that Tenant has failed to perform, and Tenant shall promptly pay to City all costs incurred by City for such performance, together with interest and service fees for any past due amounts (as provided in Section 10.C) and an administrative charge equal to twenty percent (20%) of the cost incurred by City (which the parties agree is a reasonable estimate of and liquidated damages for City's overhead expenses associated with such performance); (ii) terminate Tenant's rights under this Agreement upon delivering a written notice of termination; and (iii) re-enter and take possession of the Premises by any lawful means (with or without terminating this Agreement). Tenant shall pay all costs and damages arising out of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises, the cost of improving and reletting the Premises (including, but not limited to, any real estate broker fees or marketing costs), and attorneys' fees and costs. Notwithstanding any termination or re-entry, Tenant shall remain liable to pay the rent and additional rent required under this Agreement for the remaining term of this Agreement, and Tenant shall pay City on demand for any deficiency in the same. No action by City or City's Associates shall be construed as an election by City to terminate this Agreement or accept any surrender of the Premises unless City provides Tenant with a written notice expressly stating that City has terminated this Agreement or accepted a surrender of the Premises. Following a default by

Tenant under this Agreement, City shall exercise commercially reasonable, good faith efforts to mitigate its damages as required by applicable Utah law.

C. Past Due Amounts. If Tenant fails to pay when due any amount required to be paid by Tenant under this Agreement, such unpaid amount shall bear interest at the rate of twelve percent (12%) per annum from the due date of such amount to the date of payment in full, with interest. In addition, City may also charge a sum of five percent (5%) of such unpaid amount as a service fee, which the parties agree is a reasonable estimate of and liquidated damages for City's additional costs for billing and collection arising from Tenant's failure to make payment in a timely manner. All amounts due under this Agreement are and shall be deemed to be rent or additional rent, and shall be paid without abatement, deduction, offset, prior notice, or demand (unless expressly provided by the terms of this Agreement). City's acceptance of any past due amount (or its associated interest or service fee) shall not constitute a waiver of any default under this Agreement.

D. Default by City. City shall not be in default under this Agreement unless City fails to perform an obligation required of City under this Agreement within twenty (20) days after written notice by Tenant to City. If the nature of City's obligation is such that more than twenty (20) days are reasonably required for performance or cure, City shall not be in default if City commences performance within such twenty (20) day period and thereafter diligently prosecutes the same to completion. In no event may Tenant terminate this Agreement or withhold the payment of rent or other charges provided for in this Agreement as a result of City's default.

E. Survival. The provisions of this Section 10 and the remedies and rights provided in Section 6 shall survive any expiration or termination of this Agreement.

11. Expiration or Termination

A. Disposition of Tenant Improvements.

i. Disposition If Agreement Terminates Before Expiration Date. If this Agreement terminates for any reason before the Expiration Date, within ninety (90) days after such terminates, City, in its sole discretion, may determine to accept title to all or any portion of the Tenant Improvements. Upon City accepting any such title, all of Tenant's rights, title, and interests in the same shall be forfeited to City and title thereto shall vest in City automatically. Tenant shall surrender the Premises upon termination (and shall surrender any Tenant Improvements as accepted by City) in accordance with Section 11.B and Exhibit E, Section E.13. If City rejects any such title, or if such ninety-day period expires, Tenant shall (within sixty (60) days thereof) remove all Tenant Improvements that were not accepted by City at Tenant's sole expense in a manner acceptable to City (and the obligations of Section 6.A shall apply to such removal). If Tenant fails to remove any such improvements, City may do so in any manner acceptable to City pursuant to Section 10.B.

ii. Disposition Upon Expiration. Upon the expiration of this Agreement, Tenant may either: (a) transfer its interests in the Tenant Improvements to a party who, prior to such

expiration, has been accepted by City, in its sole discretion, and has entered an agreement for the Premises that is acceptable to City; or (b) Tenant shall surrender the Premises (in accordance with Section 11.B) and, within sixty (60) days after such expiration, shall remove the Tenant Improvements (and the obligations of Section 6.A shall apply to such removal). If Tenant fails to perform either such alternative, City shall have the rights set forth in Section 11.A.i and may exercise them at any time.

B. Surrender of Premises. Upon any expiration or termination of this Agreement, Tenant, at Tenant's sole cost, shall (i) promptly and peaceably surrender to City the Premises (and any Tenant Improvements accepted by the City pursuant to Section 11.A) "broom clean" and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the Premises or the Airport that arises from or relates to Tenant's use, occupancy, or operations under this Agreement (including, but not limited to, while removing any property upon expiration or termination); (iii) deliver to City all keys and access credentials relating to the Airport; (iv) perform Tenant's environmental obligations as provided in Section 7; and (v) remove all movable personal property and trade fixtures (including signage) that are not owned by City, (except that Tenant must obtain City's prior written consent to remove any such property if Tenant is in default under this Agreement or if such removal may impair the structure of any building). Upon any expiration or termination of this Agreement (which includes, but is not limited to, termination for abandonment of the Premises), all property that Tenant leaves on the Premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by City without notice to, and without any obligation to account to, Tenant or any other person (except that Tenant Improvements shall be as provided in Section 11.A). Tenant shall pay to City all expenses incurred in connection with the disposition of such property in excess of any amount received by City from such disposition. Tenant shall not be released from Tenant's obligations under this Agreement in connection with surrender of the Premises until City has inspected the Premises and delivered to Tenant a written acceptance of such surrender.

C. Holding Over. If Tenant remains in possession of the Premises after any expiration or termination of this Agreement, such occupancy shall not waive any default under this Agreement and City may terminate such occupancy as a tenancy at will in accordance with state law. During such occupancy, Tenant shall comply with all provisions of this Agreement that are applicable to an at-will tenancy, and Tenant shall pay the following rent: ground rent at the highest rate then charged at the Airport and rent for the Tenant Improvements at fair market value based on City's survey of rent for similarly situated facilities at the Airport and at other western airports (which City shall determine in its sole discretion).

D. Survival. The provisions of this Section 11 shall survive any expiration or termination of this Agreement.

12. General Provisions

A. General Provisions. This Agreement is subject to the General Provisions set forth at Exhibit E.

B. Notices. Any notice, demand, written consent, or other communication required to be in writing under this Agreement shall be given in writing by personal delivery, express mail (postage prepaid), nationally recognized overnight courier with all fees prepaid (such as, by way of example, Federal Express or DHL), or certified mail (return receipt requested and postage prepaid) when addressed to the respective parties as follows:

If to City:

Airport Manager
St. George Municipal Airport
175 E. 200 N.
St. George, Utah 84770

If to Tenant:

David Dunkley
Clear Line Aviation, LLC
2582 North Tacheene Drive
St. George, UT 84770

with a required, simultaneous copy to:

City Attorney
City of St. George
175 E. 200 N.
St. George, Utah 84770

with a required, simultaneous copy to:

Either City or Tenant may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section 12.B and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

C. Incorporation. All exhibits referred to in this Agreement, as they may be amended from time to time, are incorporated in and are a part of this Agreement. Any proposal materials submitted by Tenant in response to a solicitation by City, to the extent accepted by City, shall also be incorporated in this Agreement. Tenant hereby acknowledges receiving Exhibits A – F to this Agreement.

D. Binding Obligation. Tenant warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement as a legal, valid, and binding obligation of Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF ST. GEORGE

CLEAR LINE AVIATION, LLC

Jonathan T. Pike, Mayor

By: David Dunkley
Its: Managing Member

Attest:

Christina Fernandez, City Recorder

Approved as to form:

Shawn Guzman, City Attorney

EXHIBIT A

PREMISES

Property description of the Premises:

Lot(s) Fifty-One L (51L) on the St. George Airport Hangar Parcel Plat, which contains Thirteen Thousand, Eight Hundred (13,800) square feet. For informational purposes, such lot is depicted on the following page.

The remainder of this page has been intentionally left blank

EXHIBIT B

TENANT CONSTRUCTION REQUIREMENTS

B.1 Authorization. Tenant shall not commence any construction on the Premises without the City's prior written consent for all work to be conducted. Tenant shall submit plans, a schedule, and a budget to City when making any request to construct improvements. City may request any information, request modifications, consent to, or deny Tenant's request in City's sole discretion. For any authorized project, Tenant shall provide City with copies of all plans, specifications, and construction documents during the progress of the work, and the matters contained therein shall be subject to City's consent. Tenant shall make no changes to the work without City's prior written consent.

B.2 Standard. All work shall be performed in a good and workmanlike manner, and shall be equal to or greater than the quality of the original materials, workmanship, and appearance of similar work performed by Tenant or by City elsewhere at the Airport. Work shall be performed by qualified and properly licensed personnel. All work shall conform to Laws and Regulations. Work shall be performed in a safe manner, and City shall have the right, but not the duty, to stop any work until safety conditions can be investigated and implemented. The work site shall be secured consistent with industry standards at Airports during the performance of the work.

B.3 Coordination. Tenant shall coordinate all work with Airport activities, and shall minimize any disruption to Airport activities, tenants, and users. City shall have the right, but not the duty, to direct that Tenant and Tenant's Associates cease activities or revise work plans to avoid disruption. Tenant and Tenant's Associates shall meet with City as requested by City as the work progresses and provide the City with information as City may require. City may require Tenant to comply with other measures that are in the City's interests in connection with any construction activities.

B.4 Indemnification, Insurance, and Bonds. Tenant shall cause Tenant's Associates who are performing any work relating to constructing improvements to provide the following:

a. Indemnity. Tenant shall require such associates to indemnify City in connection with City's interests consistent with the indemnity obligation of Section 6.A.

b. Insurance. Tenant shall provide or shall require such associates to provide builder's risk coverage to insure the improvements constructed on the Premises to the extent of not less than one hundred percent (100%) of such improvements' full insurable value using the all risk form of protection, as well as general liability, auto, and workers compensation insurance coverage as set forth in Section 6 to cover such work. Tenant shall also require design professionals to provide errors and omissions coverage in an amount not less than one million dollars (\$1,000,000). All such insurance shall comply with and be subject to City's insurance requirements including, but not limited to, those set forth at Exhibit D.

c. Bonds. Tenant shall provide or shall require such associates to provide construction payment and performance bonds in amounts covering not less than one hundred

percent (100%) of the contract price of such improvements and in a form acceptable to City. All such bonds shall name the City as a co-obligee.

B.5 Agreement Applicable to Work. The provisions of this Agreement shall apply to all work pursued by Tenant to construct improvements, regardless of whether such work commences or concludes before the Commencement Date or after any expiration or termination of this Agreement (including, but not limited to, Tenant's indemnity, waiver, and insurance obligations under Section 6 and repair obligations under Section 4.F, provisions prohibiting liens, and provisions requiring compliance with all Laws and Regulations). Tenant shall provide for compliance with this Agreement's requirements by Tenant's Associates who are performing any work relating to constructing improvements.

B.6 Permits, Plan Checks Required. Tenant and Tenant's Associates who are performing any work relating to constructing improvements must comply with all City requirements applicable to construction, including, but not limited to, permit requirements, plan check requirements, and other requirements imposed by City.

B.7 Default. Tenant shall comply with the construction schedule approved by City. If such construction is not completed materially within any times required by Tenant's approved schedule, or if for any reason Tenant fails to complete construction within ninety (90) days of Tenant's approved date for substantial completion, Tenant shall be in default under this Agreement and City shall have all of the rights set forth in Section 11.A regarding a disposition of Tenant Improvements in addition to all other remedies. Upon any default, Tenant shall turn over to City copies of all records associated with the work and shall work cooperatively with City.

B.8 Final Submittals. Tenant shall submit the following to City within ninety (90) days of beneficial occupancy:

a. Certified Financials. Tenant shall submit a statement of construction costs certifying the total construction cost of any improvement in a form reasonably required by City.

b. Free of Liens. Tenant shall submit a statement that the Premises and Tenant Improvements are free and clear of all liens, claims, or encumbrances (except when specifically authorized in the manner permitted under this Agreement).

c. As-Built Drawings. Tenant shall submit at its expense a complete set of accurate "as-built" plans and specifications for Tenant Improvements constructed at the Airport (or in the case of Tenant Improvements relocated from the Former Airport, the plans and specifications relating to such relocation). Such plans and specifications shall include one set of bond paper "record" drawings and electronic drawings that conform to a format and to standards specified by City.

B.9 Initial Tenant Improvements. City has authorized and Tenant shall construct the initial Tenant Improvements that are summarized at Exhibit B, Attachment 1, and such obligation includes, but is not limited to, the plans, schedule, and date for access to the Premises in connection with such improvements.

B.10 Release by Former Airport Tenants. If Tenant was a tenant at the Former Airport, Tenant agrees that as of the Commencement Date, all agreements and other interests between Tenant and City regarding the Former Airport shall terminate (if not terminated sooner); provided that Tenant shall remain liable to City for any matter arising from or relating to Tenant's use, occupancy, or operations at the Former Airport during or prior to the time of Tenant's last entry upon the Former Airport. Tenant hereby releases, acquits, and forever discharges City and its officers, employees, and agents from and against any and all losses, liabilities, claims, and causes of action, of every kind and character, that Tenant may have against City arising from or relating to the Former Airport, whether the same are presently known or unknown and whether or not the same have been or could have been discovered as of the date of this Agreement.

**EXHIBIT B
ATTACHMENT 1**

INITIAL TENANT IMPROVEMENTS

Date for Tenant's Access to the Premises: April 2, 2015

The Commencement Date for this Agreement is stated in Section 2.

Schedule for Construction:

Commencement of the Work: July 2, 2015

Substantial Completion: June 2, 2016

Other schedule requirements shall be as set forth in the schedule submitted to City by Tenant.

Tenant shall cause the construction of the plans and specifications for Tenant Improvements as submitted to City, which may be summarized as follows:

**Hangar and appurtenances as detailed in plans approved by the City of St.
George**

EXHIBIT C

RENT AND PAYMENT

C.1 Rent. Tenant shall pay ground rent pursuant to this Agreement as follows:

Period	Rate Per Square Foot	Tenant's Square Footage	Annual Rent
01/2011 – 12/2015	\$0.180	13,800	2,489.40
01/2016 – 12/2020	\$0.214	13,800	2959.62
1/2021 – 12/2025	\$0.255	13,800	3,526.65
1/2026 – 12/2030	\$0.303	13,800	4,190.49
1/2031 – 12/2035	\$0.361	13,800	4,992.63
1/2036 – 12/2040	\$0.430	13,800	5,946.90
1/2041 – 12/2045	\$0.511	13,800	7,067.13

The rental rates and calculations set forth in this Agreement shall not be construed to alter any other provision of this Agreement, including, but not limited to, the duration of this Agreement and any right to terminate this Agreement. City reserves the right to survey and measure the Premises as City may determine, and to correct any error in square footage. Tenant agrees that it shall execute any amendment necessary to correct an error in square footage and shall pay any adjusted rent based thereon.

C.2 Payment of Any Amount Due. Any amount due in connection with this Agreement or the use of the Airport shall be subject to the following terms; provided, however, that if any obligation is subject to payment terms pursuant to City ordinance or other City requirements that directly conflict with the following terms, such ordinance or other City requirements shall govern.

a. Past Due Amounts. Past due amounts are subject to Section 10.C of this Agreement.

b. Dishonored Checks. If any check paid on behalf of Tenant is dishonored or returned by a bank for any reason, Tenant shall pay all charges assessed to City by the bank plus a service charge of fifty dollars (\$50.00) per occurrence (or such other amount that the City may implement from time to time) in addition to other sums due under this Agreement.

c. No Demand and Effect of Payment. All sums relating to this Agreement shall be due without prior notice or demand except when notice is necessary to make Tenant aware of the amount due if such amount is not otherwise set forth in this Agreement. Tenant shall make all payments without set-off or deduction. All sums paid by Tenant shall first be applied to any past due rent beginning with the most recent amount due. No statement on any check or elsewhere shall be deemed to create an accord and satisfaction. City may accept any payment without prejudice to City's rights to recover any sum or pursue other remedies provided by this Agreement or by law.

d. City Advances. If City pays any amount on behalf of Tenant (including, but not limited to, civil penalties assessed to City in connection with Tenant's use of the Airport) such amount shall constitute an advance by City to Tenant. Tenant shall promptly pay the same to the City upon receipt of an invoice for the same.

e. City Right to Apply. City shall have the right to apply any sums paid or provided by Tenant in connection with this Agreement to any obligation that Tenant owes to City in connection with the Airport, whether or not such obligation arises in connection with this Agreement.

f. Payment Address. Tenant shall make payments to City at the following address (or at such other address that City may designate in writing):

City of St. George
Finance Department
175 East 200 North
St. George, UT 84770

g. Reestablishment of Rates and Charges. Except for the rent stated in Exhibit C, Section C.1, City in its sole discretion may from time to time reestablish (or newly initiate) any type of rates and charges at the Airport (in a manner consistent with Laws and Regulations) to provide for the Airport's operations.

h. No Interest. City shall pay no interest on any sum that City pays to Tenant pursuant to this Agreement.

i. Audit. If any sum relating to this Agreement is due based on records or calculations maintained by Tenant, Tenant agrees that City shall have the right to inspect, copy, and audit all such records and calculations. Tenant shall make such records and calculations available to City at City's offices within twenty-four (24) hours after City delivers to Tenant a written request for the same. Tenant shall maintain such records and calculations for three (3) years (during which this Agreement is in effect). City agrees that an audit of such records and calculations shall occur no more frequently than once each year. If as a result of any such audit it is established that Tenant has overpaid any sum due, City shall promptly refund such overpayment. If such audit establishes that additional sums are due to the City, Tenant shall promptly pay such sums in accordance with the requirements of Section 10.C, and shall pay the

reasonable cost of the audit if the audit establishes a collective discrepancy of more than five percent (5%) for all matters examined.

C.3 Liquidated Damages. Tenant agrees that City will be damaged if Tenant fails to comply with this Agreement. Therefore, in addition to any other remedies that City may have or damages that it may pursue, City may take the following actions and charge Tenant damages as stated below not as a penalty, but as liquidated compensatory damages to pay City's administrative costs associated with undertaking the specified act.

a. Requesting Compliance. If Tenant fails to comply with any obligation under this Agreement, City may charge Tenant one hundred dollars (\$100) for every written notice that City sends to Tenant requesting compliance.

b. Reestablishment of Damages. City reserves the right to reassess its costs from time to time in connection with taking the foregoing actions (or in connection with other actions that City takes to enforce this Agreement) and to reestablish the amount of the foregoing liquidated damages, or implement additional liquidated damages, based on City's cost increases.

EXHIBIT D

INSURANCE REQUIREMENTS

D.1. General Requirements. At all times when this Agreement is in effect Tenant shall maintain in force all required insurance coverage and shall have on file with the City Certificates of Insurance evidencing the same. Such certificates shall provide that coverage will not be canceled, suspended, voided, or reduced without at least thirty (30) days prior written notice to the City. Ratings for the financial strength of the companies providing Tenant's insurance policies shall be disclosed in such certificates and shall be "A- VII" or stronger as published in the latest Best's Key Rating Guide (or a comparable rating from a comparable rating service). If a lower rating is proposed, City may examine the financial strength of the insurance company proposed to provide coverage and may consent to a lower rating in the City's sole and absolute discretion, and City may also require additional assurances from Tenant. All certificates shall be signed by a person authorized by the insurer and licensed by the State of Utah. All policies (except any policies required for workers' compensation or errors and omissions) and the certificates evidencing coverage shall name City and its officers, employees, and volunteers as additional insureds (or in the case of property coverage, City shall be named as a loss payee). Tenant shall provide for a renewal of all insurance coverage on a timely basis to prevent any lapse in coverage. City retains the right to approve any deductibles, and Tenant shall notify City of any material erosion of the aggregate limits of any policy. Tenant's policies shall be primary. Such policies shall extend insurance to cover Tenant's contractual obligations under this Agreement.

D.2 Minimum Requirements. City's insurance requirements are minimum requirements, and Tenant is responsible to obtain adequate insurance coverage as Tenant may determine. Except as otherwise expressly set forth in this Agreement, Tenant assumes all risk under this Agreement (including, but not limited to, business interruption claims) whether or not insured.

D.3. Waiver of Subrogation. Notwithstanding any other provision contained in this Agreement, each of the parties hereby waives any rights of subrogation it may have against the other party for loss or damage from any risk that is covered by insurance (including, but not limited to, claims for business interruption). Each of the parties shall obtain a clause or endorsement providing for such waiver of subrogation in any policies of insurance required under this Agreement.

D.4. Terms Subject to Change. City, in its sole and absolute discretion, reserves the right to review and adjust at any time Tenant's required insurance limits, types of coverage, and any other terms applicable to insurance to insure against any risk associated with this Agreement or Tenant's use, occupancy, or operations at the Airport. Among other things, City may review any or all insurance coverage on a periodic basis and in connection with any specific activity or event associated with the Airport or proposed by Tenant.

D.5 Stopping Operations. Among City's remedies, if at any time Tenant's insurance coverage is not in effect as required herein, City may (but is not required to) stop all or any portion of Tenant's operations without liability to City until Tenant fully restores such coverage.

EXHIBIT E

GENERAL PROVISIONS

E.1 Governmental Provisions.

a. Nondiscrimination Regarding USDOT Programs. Tenant for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

b. Nondiscrimination Regarding Facilities, Improvements, and Federally-Funded Activities. Tenant for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and Regulations, and shall obtain such compliance from any sublessees or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).

c. No Exclusive Rights. Nothing in this Agreement shall be construed to grant to Tenant any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Tenant's exclusive use as provided herein).

d. Agreement Preserves City's Compliance. This Agreement shall be interpreted to preserve City's rights and powers to comply with City's Federal and other governmental obligations.

e. Subordination to City's Government Commitments. This Agreement is subordinate to the provisions of any agreement between City and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any

modification to this Agreement as a condition of City entering any agreement or participating in any program applicable to the Airport (including, but not limited to, those providing funding), Tenant agrees to consent to any such modification. If a governmental authority determines that any act or omission of Tenant or Tenant's Associates has caused or will cause City to be non-compliant with any of City's government commitments (including, but not limited to, any assurances or covenants required of City or obligations imposed by law), Tenant shall immediately take all actions that may be necessary to preserve City's compliance with the same. Without liability to City, City shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Tenant by such authority.

E.2. Subordination to Financing and Matters of Record. This Agreement is subordinate to the provisions of any agreements or indentures entered by City (regardless of when entered) in connection with any debt financing applicable to the Airport and is subordinate to any matter of record affecting the real property of the Airport.

E.3. Force Majeure. No act or event, whether foreseen or unforeseen, shall operate to excuse Tenant from the prompt payment of rent or any other amounts required to be paid under this Agreement. If City (or Tenant in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and that such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

E.4. Rights and Remedies. Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

E.5. Attorneys Fees. If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for recovery of possession of the Premises, the party prevailing in such action shall be entitled to recover from the other party reasonable attorneys fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Tenant shall be responsible for all expenses, including, but not limited to, attorneys fees, incurred by City in any case or proceeding involving Tenant or any permitted assignee of Tenant under or related to any bankruptcy or insolvency law. The provisions of this Section E.5 shall survive any expiration or termination of this Agreement.

E.6. Governing Law, Venue, and Waiver of Jury Trial. This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Utah. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the United States District Court for Utah or the District Court for the State of Utah sitting in Washington County, Utah so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. CITY AND TENANT EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this Section E.6 shall survive any expiration or termination of this Agreement.

E.7. Amendments and Waivers. No amendment to this Agreement shall be binding on City or Tenant unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

E.8. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

E.9. Merger. This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.

E.10. Art. Tenant shall not install any object in the Premises that constitutes a work of visual art under the Visual Artists Rights Act of 1990 unless Tenant has obtained City's prior written approval and provided City with a written waiver that complies with the requirements of such Act or its successor.

E.11. Confidentiality. Tenant acknowledges that City is subject to legal requirements regarding the public disclosure of records. Tenant shall comply with such laws in connection with making any request that City maintain a record confidentially, and if Tenant complies with the same Tenant shall have the right to defend any such request for confidentiality at Tenant's expense.

E.12. Relationship of Parties. This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

E.13. Further Assurances. Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

E.14. Miscellaneous. The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Tenant shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Tenant consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

E.15. Time of Essence. Time is of the essence of this Agreement.

EXHIBIT F

HANGAR RULES

The rules set forth in this Exhibit F may be modified by City from time to time upon written notice to Tenant.

F.1 Authorized Use Only. Tenant shall use the Premises only for the purposes permitted by this Agreement. No items unrelated to that purpose are to be stored on the Premises. Tenant may not store any property outside of the Tenant Improvements.

F.2 Storage of Certain Materials. Tenant shall store no explosives, solvents, or flammables with a flash point below 100 degrees Fahrenheit (100° F) on the Premises. Lubricating oil stored on the Premises must be in closed containers.

F.3 Close Doors. Tenant shall assure that all hangar doors for the Tenant Improvements are kept closed when the hangar is unattended.

F.4 Aircraft Maintenance and Repairs. Tenant shall not use the Premises for spray painting or doping (except for de minimus painting on a portion of the Aircraft on a non-commercial basis). Tenant may make or cause to be made on the Premises necessary repairs, light maintenance, and inspections to the Aircraft as required by Laws and Regulations to allow the Aircraft to be maintained in an airworthy condition. On a non-commercial basis, Tenant may also construct an Aircraft within the Tenant Improvements. Mechanics hired by Tenant to repair, maintain, or inspect said Aircraft must be properly licensed according to Laws and Regulations.

F.5 Fire Extinguisher. Tenant shall furnish a portable fire extinguisher (which meets the applicable fire code) and shall keep the same in the Tenant Improvements at all times, provide for the yearly inspection thereof by a certified fire extinguisher inspector, and report the use of any fire extinguisher equipment on the Premises to the Airport Manager.

F.6 Clean Premises. Tenant shall keep the Premises clean and free of debris and shall store garbage in a covered metal container.

F.7 Hoisting Devices. Tenant shall not use any hoisting device which in any way attaches to the structure of the Tenant Improvements. This does not preclude the use of a horizontal winch or similar device used to move the Aircraft into a hangar.

F.8 Self-Fueling. Tenant shall not conduct any self-fueling operations on the Premises. Tenant agrees that all self-fueling operations shall be subject to the Airport's self-fueling policies and fuel flowage fees.

Request For Council Action

Date Submitted 2015-03-11 08:32:57

Applicant Dave Terry

Quick Title Bid Award - Geff's Manufacturing

Subject Consider approval of a Sole Source bid to Geff's Manufacturing to upgrade the computer portion of the chip spreader.

Discussion Upgrading the computer on the chip spreader will cost \$55,433.31 and will last for 10-15 years. A new chip spreader will cost approximately \$250,000. Geff's Manufacturing is the manufacturer of the current chip spreader and the only source for the computer upgrade.

Cost \$55,433.21

City Manager Recommendation Sole source. We need to get the chip spreader upgraded to make sure we are able to complete our street projects. The cost of a new spreader is significant but the upgrade to the computer will allow to get many more years out of our existing spreader. Recommend approval.

Action Taken

Requested by Cameron Cutler

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

Request For Council Action

Date Submitted 2015-03-10 16:37:43

Applicant Jay Sandberg

Quick Title Bid Award - River Road Micro-Surfacing

Subject Consider approval of an agreement with Intermountain Slurry Seal to complete a Micro-surfacing project on River Road from River Road Bridge to St. George Blvd.

Discussion The project will be completed during night-time hours over a 7-day period between March 29 and April 25. Micro-surfacing is a heavier slurry seal type material but has advanced additives that make it more suitable for heavier traffic streets and is applied during nighttime hours (vs. chip seal) reducing disruption to traffic.

Cost \$210,620.10

City Manager Recommendation Much needed and should help this major road handle the heavier traffic demand. Recommend approval as it is part of our annual pavement management program.

Action Taken

Requested by Cameron Cutler

File Attachments [River Road Microsurfacing Bid Tab.xlsx](#)

Approved by Legal Department?

Approved in Budget? **Amount:**

Additional Comments

Attachments [River Road Microsurfacing Bid Tab.xlsx](#)

**BID TABULATION
2015 MICRO PAVING PROJECT**

Page 1

Item #	Description	Quantity	Unit	Intermountain Slurry Seal		Geneva Rock Product	
				Unit Price	Total Price	Unit Price	Total Price
1	Mobilization, Demobilization, Temporary Facilities, Administrative Items, Material Testing, and Public Information. This includes all cost, labor, equipment and materials associated with this project not specifically covered in the bid items below. This also includes the cost of quality control, material testing, obtaining permits needed for construction, and Public Information. The Public Information provided by the Contractor will consist of contacting businesses or homes that front or access their property off of the project and notifying them of the construction schedule prior to construction.	1	Lump	\$30,650.00	\$30,650.00	\$40,000.00	\$40,000.00
2	Preconstruction Survey and Placing Tabs for Striping. This includes all cost, labor, equipment, and materials needed to perform a preconstruction survey by or under the direction of a licensed land surveyor. The survey needs to include documenting the location of existing survey monuments, existing pavement striping, markings, messages, and the lip of gutter/edge of asphalt in the project area. An AutoCAD drawing file of the survey must be submitted, reviewed, and accepted by the City two weeks prior to construction. This item also includes all cost, labor, equipment, and materials needed to place tabbing that will be used to guide the striping of the project after construction and must be performed by or under the direction of a licensed land surveyor. The tabbing must conform to MUTCD and UDOT Standards. If the tabbing is placed at the frequency and spacing required by UDOT standards it may be used as temporary traffic control per UDOT standards. The City may adjust the existing striping to accommodate bike lines. An AutoCAD Drawing of the changes based off of the preconstruction survey will be provided to the Contractor prior to tabbing.	1	Lump	\$15,000.00	\$15,000.00	\$8,500.00	\$8,500.00

Page 2

Item #	Description	Quantity	Unit	Intermountain Slurry Seal		Geneva Rock Product	
				Unit Price	Total Price	Unit Price	Total Price
3	Traffic Control and Coordinate Striping with the St. George City Crews. This includes all cost, labor, equipment, and materials needed to set up, maintain, and remove Traffic Control and prepare a traffic control plan to be reviewed and accepted by St. George City. The traffic control needs to meet MUTCD and UDOT Standards. St. George City Crews will provide the striping after the Micro-Surfacing. This item also includes the cost of coordinating striping with the City and leaving the traffic control and/or tabbing in place until the final striping is in place. It is anticipated this will take up to five days after projects is complete. Contact Jay Smith at 435-703-0102 to coordinate and order the final striping. This includes all cost, labor, equipment, and materials needed to meet the Limitations of Operations included in these bidding documents.	1	Lump	\$32,000.00	\$32,000.00	\$50,000.00	\$50,000.00
4	Protect Manholes and Valve Boxes In Place. This includes all cost, labor, equipment and materials needed to cover manhole lids, valve box lids, and other utilities in the asphalt with a protective covering prior to Micro-Surfacing and then removing the covering after Micro-Surfacing. This includes protecting the concrete around the lids that has markings ground in to show the size and direction of the utilities underground.	70	Each	\$10.00	\$700.00	\$33.00	\$2,310.00
5	Remove Stop Bars and Cross Walk Striping. This includes all cost, labor, equipment and materials needed to grind off existing stop bars and cross walk striping prior to Micro-Surfacing. The grinding needs to remove enough of the existing striping to allow the Micro-Surface to adhere to the existing asphalt. All other lane striping will remain in place.	4,187	Linear Feet	\$0.30	\$1,256.10	\$3.50	\$14,654.50

DRAFT

Agenda Item Number : **2C**

Request For Council Action

Date Submitted 2015-03-10 09:39:17

Applicant Dennis Jorgensen

Quick Title Bid Award

Subject Aluminum Overhead Wire ACSRS for the Energy Warehouse

Discussion The bid request went out to the three local suppliers, Codale, EWS and HD Supply. After receipt and review of the bid responses, HD Supply was the low bidder in the amount of \$ 58,296.00

Cost \$58,296.00

City Manager Recommendation Recommend approval.

Action Taken

Requested by Connie Hood

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments This product will be delivered to the Energy warehouse and has a 9-10 week delivery

Request For Council Action

Date Submitted 2015-03-04 13:51:30

Applicant Water Services Dept

Quick Title WCWCD Regional Pipeline Cathodic Protection

Subject Consider approval of the City's portion of the Regional Pipeline Cathodic Protection Project

Discussion The City is a 69.7% owner in the Regional Pipeline. The Regional Pipeline is a steel pipeline that conveys water from the Quail Creek Water Treatment Plant to the Snow Canyon tanks. The regional pipeline has experiences a considerable amount of corrosion. The cathodic protection system will minimize any future corrosion. The FY15 budget was approved with \$175,000 for cathodic protection, and an additional \$175,000 anticipated for next FY.

Cost \$187,640.15

City Manager Recommendation Recommend approval as this item is necessary to keep the regional pipeline maintained. The budget covered this fiscal year and next but is less than was planned.

Action Taken

Requested by

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

Request For Council Action

Date Submitted 2015-03-04 09:06:52

Applicant Water Services Dept

Quick Title WWTP SCADA Project

Subject Consider Approval of an amendment to a Professional Services Agreement with Automation N Controls for the SCADA Upgrade project at the Wastewater Treatment Plant

Discussion In November 2014 the City Council approved a Professional Services Contract with Automation N Controls for the first phase (\$48,000) of SCADA Upgrade to the WWTP. We would like to extend the Professional Services Agreement for the remaining three phases of the project (\$144,000). We have a very good working relationship with Keith Christensen (Automation N Controls, and are very pleased with his work. He is very experienced and is a great asset to the SCADA project.

Cost \$144,000

City Manager Recommendation First phase of the SCADA system upgrade is complete and the recommendation is to contract with the same company for the next three phases.

Action Taken

Requested by Scott Taylor

File Attachments [St. George WWP Contract Phase 1-4 ExhibitA.docx](#)

Approved by Legal Department?

Approved in Budget? **Amount:**

Additional Comments

Attachments [St. George WWP Contract Phase 1-4 ExhibitA.docx](#)

Exhibit A

St. George Waste Water Treatment Plant Controls

10/24/2014

(PHASE 1) Not to exceed \$48,000

Hourly Rate: \$120.00/hr (no charges for travel expenses)

- Admin Building PLC
 - Upload program from PLC and document program
 - Estimated 40 hrs.
 - Research and discover hard and soft connections to the Admin PLC
 - Estimated 100 hrs.
 - Prep all PLCs for removal of the Admin PLC
 - Estimated 40 hrs.
 - Coordinate and assist removal of wiring connections and all hardware related to the Admin PLC.
 - Estimated 40 hrs.
- Site Controls
 - Research all other PLCs on site to determine current usage/need for additional control I/O.
 - Estimated 80 hrs.
 - Determine location and logical control points for replacement PLCs
 - Estimated 40 hrs.
 - Assist with specification of PLCs and I/O control for replacement PLCs
 - Estimated 20 hrs.
 - Assist with design of control cabinets for each control point.
 - Estimated 40 hrs.

Exhibit A

St. George Waste Water Treatment Plant Controls

2/25/2015

(PHASE 2) Not to exceed \$48,000

Hourly Rate: \$120.00/hr (no charges for travel expenses)

Areas of operation:

- **RAS1 Building**
 - **Node 1**
 - **Node 2**
- **Effluent 1 Building**
 - **Node 1**
- **RAS 2 Building**
 - **Node 1**
 -
- **Design**
 - Develop and Design and Documentation Standard
 - Estimated 80 hrs.
 - Evaluation of existing wiring and control scheme
 - Determine Required I/O module types/quantity
 - Estimated 40 hrs
 - Panel Layout and Construction Drawing
 - Estimated 40 hrs
- **Install**
 - Coordinate and assist installation of hardware and wiring.
 - Estimated 120 hrs.
 - Provide input for HMI Page Design
 - Estimated 20 hrs
- **Documentation**
 - Create as built drawings on each system
 - Estimated 100 hrs.

Exhibit A

St. George Waste Water Treatment Plant Controls

2/25/2015

(PHASE 3) Not to exceed \$48,000

Hourly Rate: \$120.00/hr (no charges for travel expenses)

Areas of operation:

- **Electrical Building**
 - **Node 1**
 - **Node 2**
- **Maint. Building**
 - **Node 1**
- **Effluent 2 Building**
 - **Node 1**
- **Design**
 - Evaluation of existing wiring and control scheme
 - Determine Required I/O module types/quantity
 - Estimated 60 hrs
 - Panel Layout and Construction Drawing
 - Estimated 80 hrs
- **Install**
 - Coordinate and assist installation of hardware and wiring.
 - Estimated 140 hrs.
 - Provide input for HMI Page Design
 - Estimated 20 hrs
- **Documentation**
 - Create as built drawings on each system
 - Estimated 100 hrs.

Exhibit A

St. George Waste Water Treatment Plant Controls

2/25/2015

(PHASE 4) Not to exceed \$48,000

Hourly Rate: \$120.00/hr (no charges for travel expenses)

Areas of operation:

- **UV Train 1**
- **UV Train 2**
- **Reuse**
- **Design**
 - Determine Best data collection with existing PLC's
 - Estimated 80 hrs
 - Evaluation of existing wiring and control scheme
 - Determine Required I/O module types/quantity
 - Estimated 40 hrs
 - Panel Layout and Construction Drawing
 - Estimated 40 hrs
- **Install**
 - Coordinate and assist installation of hardware and wiring.
 - Estimated 120 hrs.
- **Documentation**
 - Create as built drawings on each system
 - Estimated 120 hrs.

Request For Council Action

Date Submitted 2015-03-09 11:25:09

Applicant Sun River St George Development

Quick Title Public Hearing, Zone Change, and Ord to amend Sun River PD

Subject Consider a zone change request to rezone 76.42 acres to allow Part #1) Amendment No. 6 to the St George Sun River Planned Development Zone (Sun River PD) to move approximately 30 acres of the Interchange PD into the Sun River PD, and to update its land use to become PD-R (Planned Development Residential), Part #2) allow an Amendment No. 2 to the "Atkinville Area Zone Plan" (Interchange PD) to update the balance of the property to join the existing 8.1 acres Community Commercial (CC) as defined by the Atkinville Interchange PD which will increase the amount of CC to 27.9 acres, and Part #3) to update the location of the signage parcel used for advertising the Sun River St George community. Note that the above actions include elimination of the "Employment 2" and the "RV Park Land" uses. The property in Part # 1 & #2 is generally located westerly of Pioneer Road and northerly of Bluegrass Way. The property in Part #3 is generally located south of the Atkinville Wash, west of the I-15 Freeway, and east of the residential lots 2122 thru 2128 along Silk Berry Drive. The property owner is the State of Utah (SITLA - State Institutional Trust Land). The applicant is Sun River St George Development, LC in cooperation with SITLA and the representative is Mr. Scott McCall. Case No. 2015-ZC-005. (Staff "Ray Snyder).

Discussion Sun River is proposing three amendments to the PD, which includes expanding the boundary of the PD by approximate 38 acres. The proposed expansion will increase the PD with approximately 30 acres of residential and 8 acres of commercial. Additionally, the applicant is proposing to update the PD Master Sign Plan and move the existing community sign approximately 200'. Planning Commission recommends approval.

Cost \$0.00

City Manager Recommendation Planning Commission recommends approval of this zone change amendment. The original general plan contemplated a higher density and more intense use in this area. There may be some input from the residents on this proposed change.

Action Taken

Requested by John Willis

File Attachments

Approved by Legal

Department?

Approved in Budget?

Amount:

Additional Comments

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY

- 1) CHANGING APPROXIMATELY 30 ACRES OF THE PD INTERCHANGE ZONING FROM PD-C (PLANNED DEVELOPMENT COMMERCIAL) INTO PD-R (PLANNED DEVELOPMENT RESIDENTIAL) FOR IMPORTING INTO THE SUN RIVER MASTER PLAN CONSTITUTING THE 6TH AMENDMENT OF THE SUN RIVER ST GEORGE MASTER PLAN, AND BY UPDATING APPROXIMATELY 18.72 ACRES CURRENTLY WITHIN THE SUN RIVER ST GEORGE MASTER PLAN FROM PD-C (DESIGNATED RV AND MINI STORAGE) INTO PD-R (PLANNED DEVELOPMENT RESIDENTIAL),**
- 2) AND FOR THE 2ND AMENDMENT OF THE ATKINVILLE AREA ZONE PLAN TO CHANGE THE ZONE TO COMMUNITY COMMERCIAL AS DEFINED BY THE ATKINVILLE AREA ZONE PLAN ON APPROXIMATELY 27.58 ACRES.**
- 3) AND FOR THE RIGHT, BUT NOT THE REQUIREMENT, TO RELOCATE THE SUN RIVER SIGN WITHIN APPROXIMATELY 200 LINEAL FEET AND TO EXTEND THE PERMIT TERM FROM MARCH 2017 TO MARCH 2023**

THESE COMBINED ACTIONS WILL RESULT IN APPROXIMATELY 76.30 ACRES.

WHEREAS, the property owner has requested a zone change on approximately 30 acres from PD-C (Planned Development Commercial) to PD-R (Planned Development Residential) to be imported into the Sun River boundaries from the Atkinville Interchange boundaries, a request to change the zone on approximately 18.72 acres within the Sun River Master Plan from PD-C to PD-R (constituting the 6th amendment of the Sun River Master Plan), and a zone change update within the Atkinville Interchange on approximately 27.58 acres (constituting the 2nd amendment of the Atkinville Area Zone Plan), and a request to relocate within approximately 200 lineal feet the Sun River sign; and

WHEREAS, the City Council held a public hearing on this request on March 19, 2015; and

WHEREAS, the Planning Commission recommends approval of the requested zone change; and

WHEREAS, the City Council has determined that the requested change to the Zoning Map is justified at this time and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

NOW, THEREFORE, BE IT ORDAINED, by the St. George City Council, as follows:

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this ordinance is hereby repealed.

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed to reflect the zone change on approximately 30 acres from PD-C (Planned Development Commercial) to PD-R (Planned Development Residential) to be imported into the Sun River boundaries from the Atkinville Interchange boundaries, a request to change the zone on approximately 18.72 acres within the Sun River Master Plan from PD-C to PD-R (constituting the 6th amendment of the Sun River Master Plan), and a zone change update within the Atkinville Interchange on approximately 27.58 acres (constituting the 2nd amendment of the Atkinville Area Zone Plan), and a request to relocate within approximately 200 lineal feet the Sun River sign. The affected properties are more specifically described on the attached property legal description, Exhibit "A".

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon posting in the manner required by law.

APPROVED AND ADOPTED by the City Council of the City of St. George, this 19th day of March, 2015.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

Exhibit "A"

Sun River St. George Zone Change Amendment 6

March 02, 2015

Beginning at a point on the north line of Bluegrass Way, said point being North 01°13'39" East 3,523.81 feet along and beyond the section line and East 4,498.48 feet from the Southwest Corner of Section 23, Township 43 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence North 33°18'08" East 244.00 feet;

thence northeasterly 302.42 feet along an arc of a 628.13 foot radius curve to the right (center bears South 56°41'52" East, long chord bears North 47°05'42" East 299.50 feet with a central angle of 27°35'07");

thence North 29°06'58" West 33.00 feet;

thence North 56°41'58" West 706.66 feet;

thence South 33°18'02" West 390.35 feet;

thence North 09°49'56" East 94.02 feet;

thence North 24°55'34" East 80.89 feet;

thence North 08°54'18" East 67.07 feet;

thence North 20°49'58" West 76.46 feet;

thence North 03°30'19" West 36.75 feet;

thence North 18°28'14" West 70.99 feet;

thence North 46°12'08" West 64.02 feet;

thence North 37°39'31" West 85.59 feet;

thence North 26°09'46" West 37.09 feet;

thence North 48°20'04" West 44.32 feet;

thence North 41°17'55" West 154.65 feet;

thence North 00°12'22" West 43.68 feet;

thence North 21°00'39" West 109.81 feet;

thence North 51°32'36" West 44.64 feet;

thence North 44°47'21" West 49.65 feet;

thence North 20°45'02" West 73.66 feet;

thence North 40°25'19" West 60.51 feet;

thence North 23°56'06" West 79.67 feet;

thence North 54°49'08" West 145.82 feet to the section line;

thence South 88°45'06" East 1,849.03 feet along the section line to the section corner common to sections 13, 14, 23, & 24 Township 43 South, Range 16 East, Salt Lake Base & Meridian;

thence South 88°50'30" East 1,223.52 feet along the section line to the west line of Pioneer Road;

thence southerly the following (6) courses along the westerly line of Pioneer Road;

thence South 11°36'06" West 202.90 feet;

thence southerly 253.93 feet along an arc of a 810.00 foot radius curve to the right (center bears North 78°23'54" West, long chord bears South 20°34'58" West 252.89 feet with a central angle of 17°57'43");

thence South 29°33'49" West 968.36 feet;

thence southwesterly 392.53 feet along an arc of a 510.00 foot radius curve to the right (center bears North 60°26'11" West, long chord bears South 51°36'47" West 382.91 feet with a central angle of 44°05'56");

thence South 73°39'45" West 618.71 feet;

thence southwesterly 284.21 feet along an arc of a 590.00 foot radius curve to the left (center bears South 16°20'15" East, long chord bears South 59°51'45" West 281.47 feet with a central angle of 27°36'01");

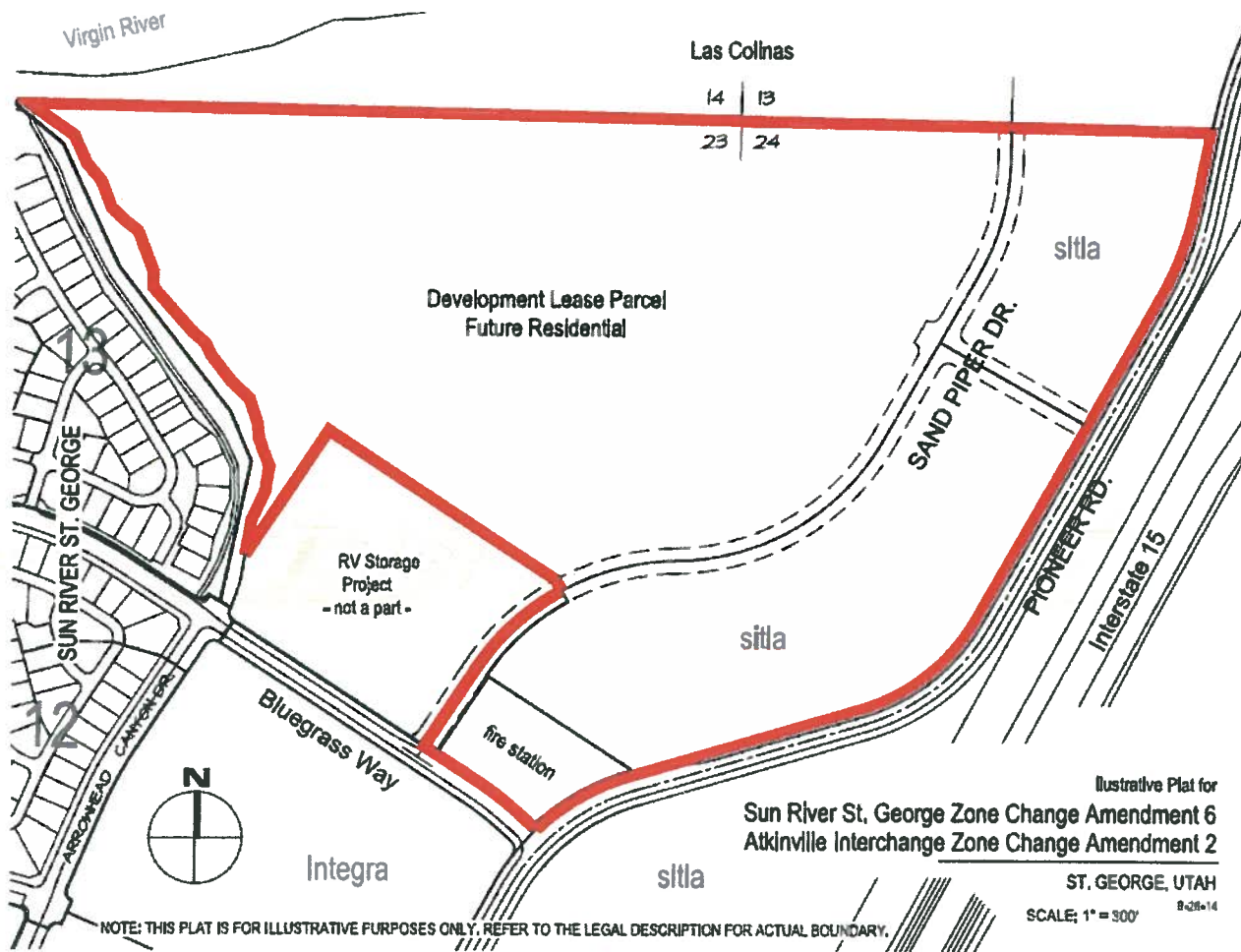
thence North 47°08'39" West 62.70 feet;

thence northwesterly 138.92 feet along an arc of a 833.00 foot radius curve to the left (center bears South 42°51'21" West, long chord bears North 51°55'19" West 138.76 feet with a central angle of 09°33'19");

thence North 56°41'58" West 163.27 feet to the Point of Beginning.

Containing 3,323,681 square feet or 76.30 acres.





Sun River Sign Location

March 3, 2015

This description describes the point at which the centerline of the subdivision sign currently exists.

Beginning at a point being South 88°43'41" East 3,128.98 feet along and beyond the section line and South 1,192.76 feet from the Northwest Corner of Section 26, Township 43 South, Range West, Salt Lake Base & Meridian.

This description describes the relocation point.

Beginning at a point being South 88°43'41" East 3,010.08 feet along and beyond the section line and South 1,349.99 feet from the Northwest Corner of Section 26, Township 43 South, Range West, Salt Lake Base & Meridian.

Zone Change - Amendment

PLANNING COMMISSION AGENDA REPORT: 2/24/2015

CITY COUNCIL SET DATE: 3/5/2015

CITY COUNCIL MEETING: 3/19/2015

ZONE CHANGE AMENDMENT

3 Part: 1) Sun River Master Plan - 6th amendment, 2) Atkinville Interchange Plan – 2nd amendment, & 3) relocate sign for Sun River

Case No. 2015-ZCA-005

Request: A zone change amendment application for the 6th amendment to the Sun River Master Plan, the 2nd amendment to the Atkinville Interchange Plan, and the relocation (*move 200 LF*) of the St George Sun River sign (*advertising sign as seen from the freeway for the Master Planned Community*).

Project: The zone change amendment consists of three parts;

Part #1

Amendment No. 6 to the St George Sun River Planned Development Zone (Sun River PD) to move approximately 30 acres of the Interchange PD into the Sun River PD, and to update its land use to become PD-R (Planned Development Residential),

Part #2

allow an Amendment No. 2 to the 'Atkinville Area Zone Plan' (Interchange PD) to update the balance of the property to join the existing 8.1 acres Community Commercial (CC) as defined by the Atkinville Interchange PD which will increase the amount of CC to 27.9 acres, and

Part #3 to update the location of the signage parcel used for advertising the Sun River St George community (*move 200 LF*).

Note that the above actions include elimination of the 'Employment 2' and the 'RV Park Land' uses.

Reference: See attachment document for "Amendment 6 Sun River Planned Development" & "Amendment 2 Atkinville Interchange Area Zone Plan."

Owner: The property owner is the State of Utah (SITLA - State Institutional Trust Land).

Applicant: The applicant is Sun River St George Development, LC in cooperation with SITLA.

Representative: Mr. Scott McCall

Location(s): Part # 1 & #2

Generally located westerly of Pioneer Road and northerly of Bluegrass Way.

Part #3

Generally located south of the Atkinville Wash, west of the I-15 Freeway, and east of the residential lots 2122 thru 2128 along Silk Berry Drive.

Acreage: 76.42 acres (total)

Current Zone: PD (Planned Development)

General Plan: COM (Commercial)

Adjacent zones: Properties surrounding are PD-C and PD-R. The site is also near Fire Station 8 and the new "Hobby & Storage Garages." (see attached)

Ordinance: Title 10 Chapter 8 "Planned Development"

Comments: See "Current Proposal" attachment for project description. Staff recommends the three part amendments.

P.C.: Staff presented the zone change and Mr. Scott McCall representative for Sun River also spoke and answered commissioner questions.

The Planning Commission discussed the three Sun River requests for about a half hour and then opened the public comment period to which approximately 6 – 7 residents spoke for about a half hour. The items which the residents were interested in and wanted to discuss were:

1. There will be an impact to the views of the existing residents on Ambassador Way.
2. Will there be a refund of money to property owners who claim they were sold prime view lots?
3. What are the impacts on the HOA budget for maintenance costs of new streets and landscaping?
4. There will be an increased load on the community center and other amenities.
5. What is the exact number of homes proposed?

6. Would families with children be allowed in the subdivision?
7. Will there be pocket parks?
8. Will dust be controlled?
9. Blasting will cause damage to existing homes.
10. Soil compaction testing needs to be done.
11. If we have a crack in our home who do we see?

Mr. McCall responded to all of the questions and will be available at council to also respond.

The Planning Commission recommends approval of items 1 & 2 of the zone change (amendment 6 to Sun River & amendment 2 to Atkinville).

The commission also recommends approval of item 3 (sign relocation). The sign was originally approved until 2017 and the PC recommends that the additional 5 years be granted (*resulting in 2017 + 5 = 2022 as the year approved until...or until the last home is built*).

The commission found that the request is in harmony with the master plan and that the number of units does not exceed the originally approved 2,391 units (*currently at approximately 1,800*).

The commission found that the request to include the 'Hobby Huts' and 'RV Storage' in the Community Commercial properties (*Note: the hobby huts are restricted such that they are for private use only and may not have a business license approved*) made sense as they do not belong in a residential zone.

Note that if the zone change is approved by council, then Sun River will submit a preliminary plat, a final plat, and construction plans for review and approval.

Sun River St. George Planned Development (PD)
Amended Zone Change Application No. 6 &

Atkinville Interchange Area Zone Plan (PD)
Amended Zone Change Application No. 2

February 5, 2015

Introduction

The Sun River St. George Planned Development Zone (*Sun River PD*) was approved by the St. George City Council in early 1997. The original project was for approximately 590 acres of land and approved for 2,391 total residential units. The project also includes an 18-hole golf course and clubhouse, an active adult community center and a mixed use commercial center. To date approximately 1800 residential units have been completed and sold. Various amendments over the years have expanded the PD to about 841 acres.

The Atkinville Interchange Area Zone Plan (*Interchange PD*) was approved by the St. George City Council on January 4, 2007. The zone change application was submitted by the State of Utah and the School and Institutional Trust Lands Administration for a 516 acre portion of the area known as the South Block, on both the east and west side of I-15 and the then-future Milepost 2 interchange. There has been one previous amendment in 2012 that transferred 1.8 acres to the Sun River PD for an RV storage project.

Applicant:

Sun River St. George Development, LC

1404 W. Sun River Parkway, Suite 200, St George, Utah 84790

Telephone: (435) 673-4300 Fax: (435) 634-1830

Contact: Scott McCall - mobile (435) 215-8316

Engineer: Rick Rosenberg, PE, Rosenberg Associates – mobile 680-3931

In cooperation with:

State of Utah School and Institutional Trust Lands Administration

2303 North Coral Canyon Blvd., Suite 100A, Washington, UT 84780

Telephone: (435) 652-2950 Fax: (435) 652-2952

Contact: Kyle Pasley

History of Amendments to the Sun River Planned Development

The Sun River PD has been previously amended five times. This application would be the sixth amendment to the PD Zone. The earlier amendments are summarized below:

Amendment 1 (Approved November 18, 1999)

This amendment revised the property boundaries to be consistent with land exchanges that had been completed between the developer, City of St. George and the School and Institutional Trust Lands Administration (SITLA). The total project as amended was for 592.793 acres. It also modified the proposed land uses to allow an area for the development of a short-term rentals and timeshare ownership project call "Vacation Villas."

Amendment 2 (Approved June 3, 2004)

This amendment further revised the property boundary to add 7.628 acres of property acquired from SITLA to the Sun River St. George PD. The total project as amended was for 600.421 acres. This additional property was designated for residential development.

Amendment 3 (Approved August 5, 2004)

This amendment further revised the property boundary to add 29.458 acres of property acquired from SITLA to the PD. The total project as amended was for 629.879 acres. This additional property was designated for residential development.

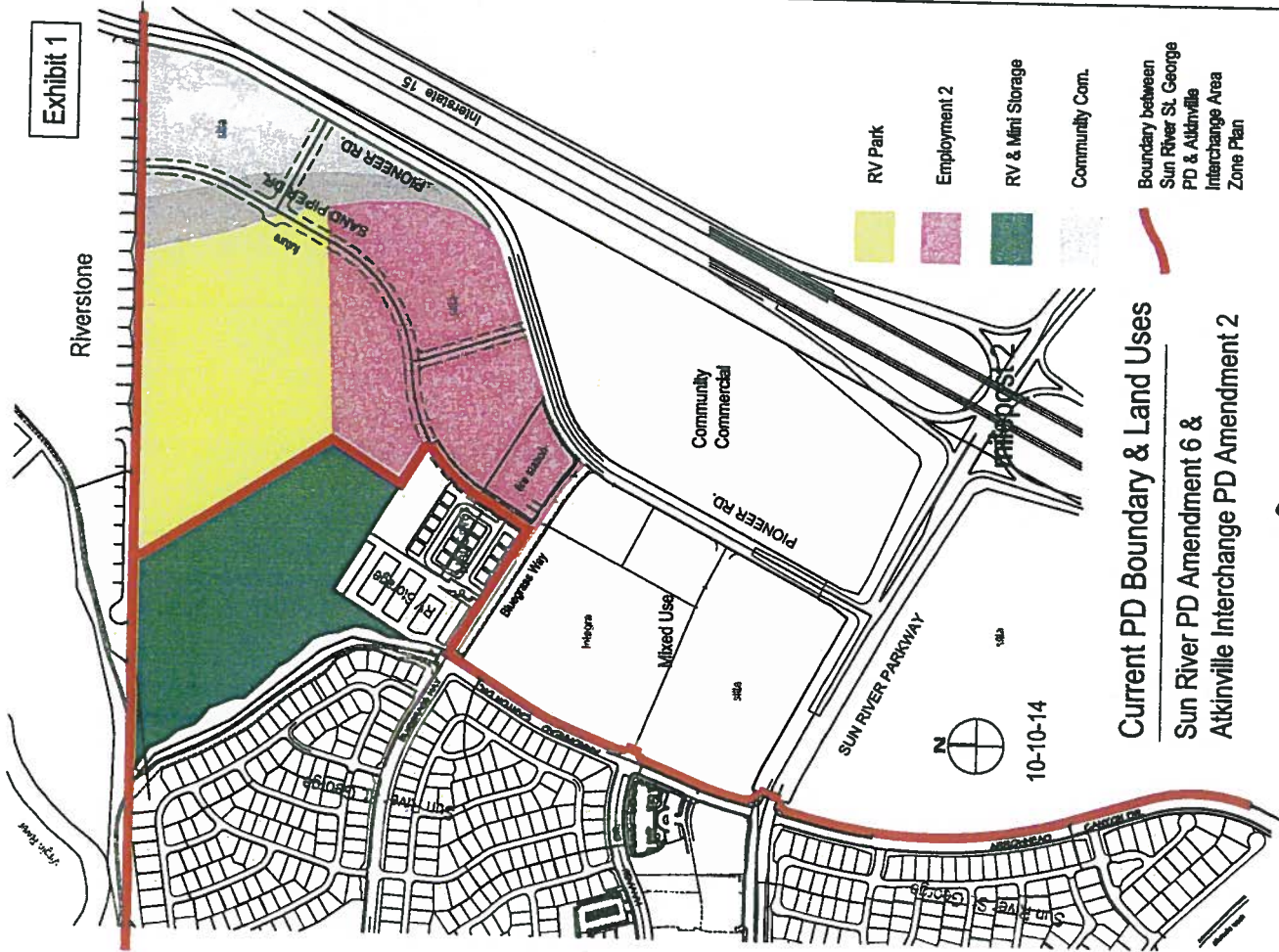
Amendment 4 (Approved August 18, 2005)

This amendment further revised the property boundary to add 217.761 acres of SITLA property to the PD. The total project as amended was for 847.640 acres. This additional property was designated for residential development and RV storage and storage rental units (25 acres).

Amendment 5 (Approved December 6, 2012)

This amendment did two things: (1) transferred a 1.89 acre parcel from the Atkinville Interchange PD to the Sun River PD, and (2) added a new permitted use for Hobby and Storage Garages to that parcel.

Exhibit 1



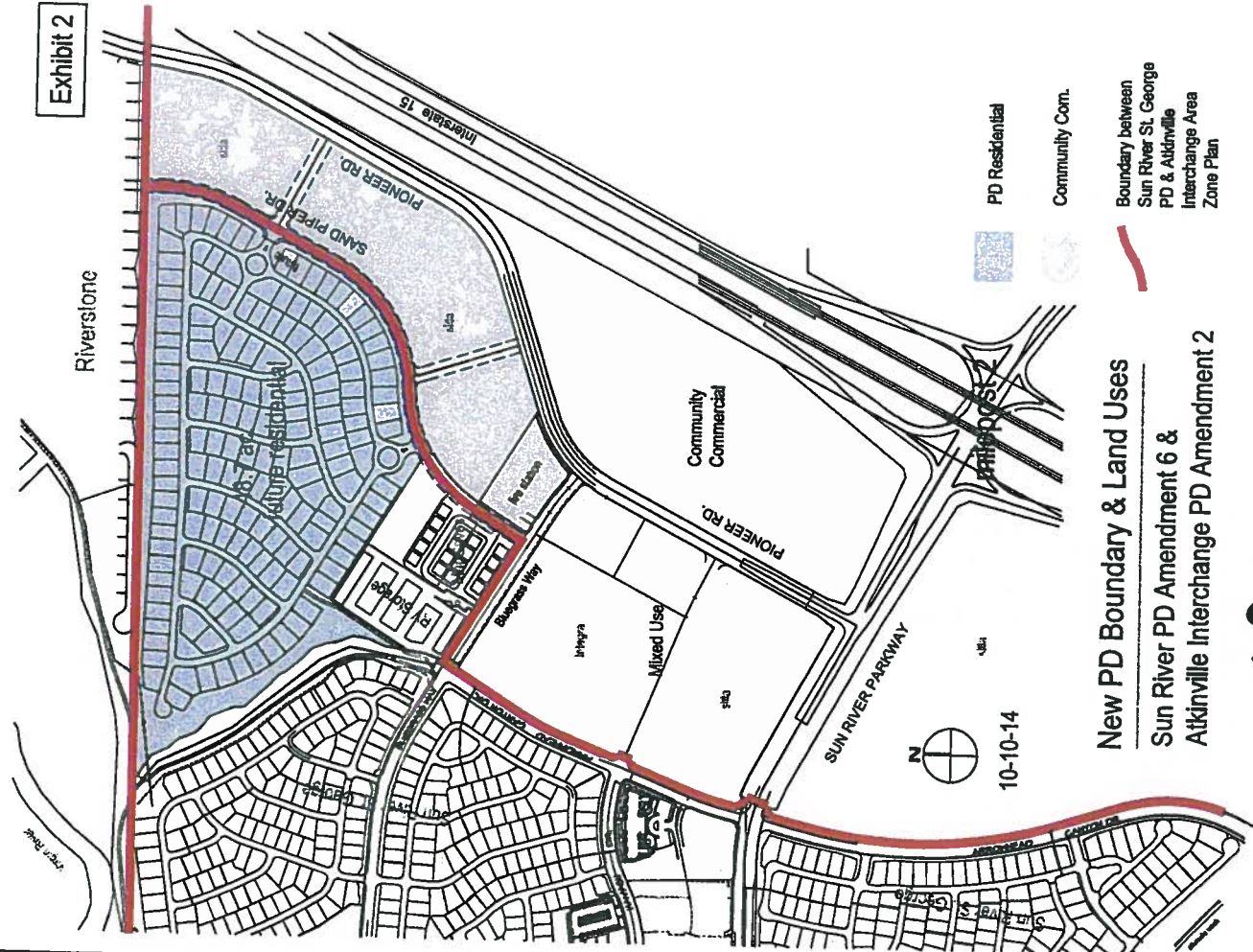
Current PD Boundary & Land Uses

Sun River PD Amendment 6 &

Atkinville Interchange PD Amendment 2

Before

Exhibit 2

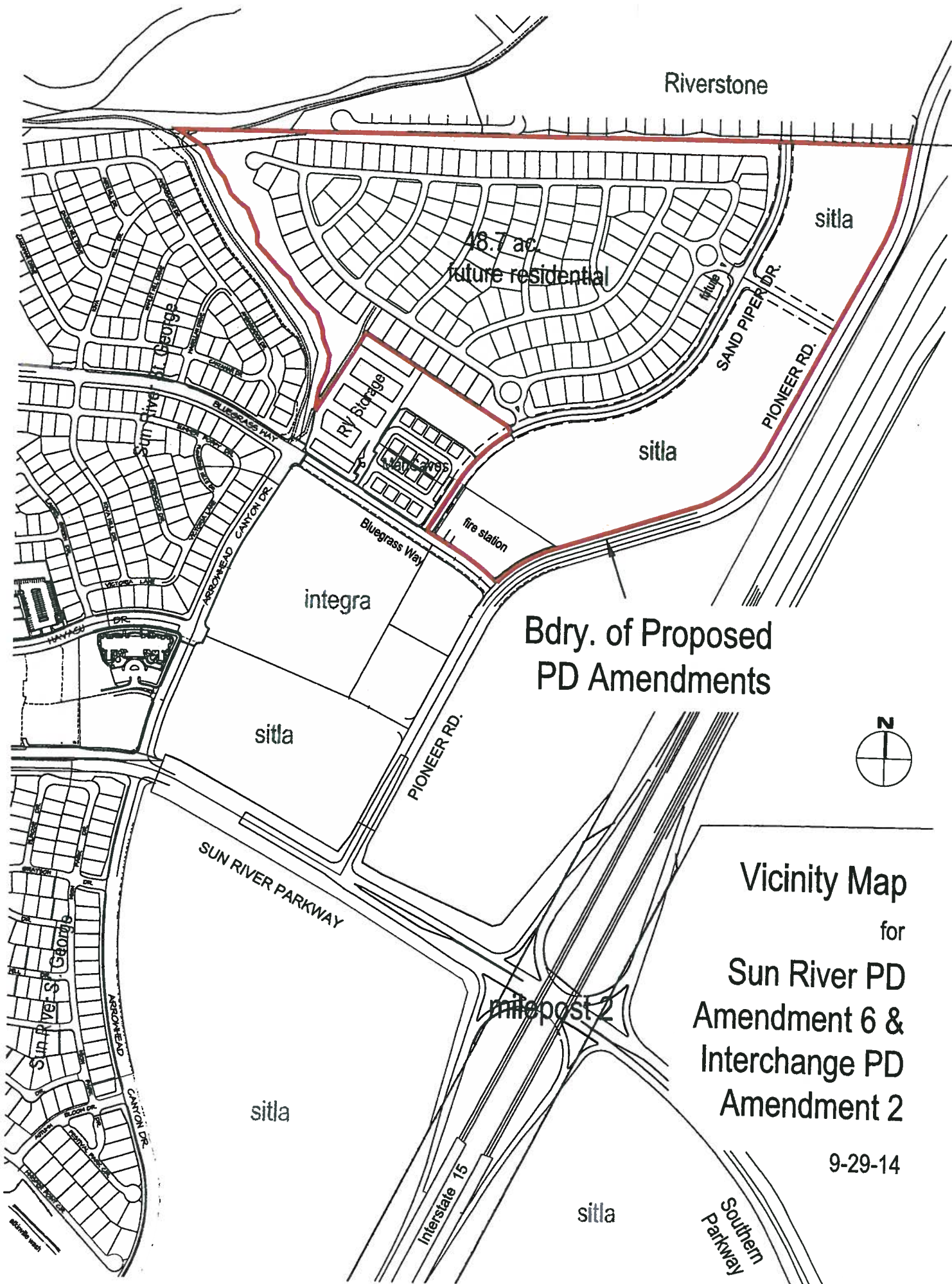


New PD Boundary & Land Uses

Sun River PD Amendment 6 &

Atkinville Interchange PD Amendment 2

After



Bdry. of Proposed
PD Amendments

Vicinity Map

for

Sun River PD
Amendment 6 &
Interchange PD
Amendment 2

9-29-14

Virgin River

Riverstone

Bdry. of Proposed
PD Amendments

sitla
community
commercial

48.7 ac.

residential

Sun River St. George

RV Storage

Waves

Bluegrass Way

Arrowhead
Canyon Dr.

integra

sitla
community
commercial

sitla
community
commercial

PIONEER RD.

SAND PIPER DR.

Interstate 15

exist.
fire station

Bdry. of Proposed
PD Amendments

Residential - 48.7 ac.
Community Commercial - 27.7 ac.



Site Plan & Conceptual Landscape Plan for
SunRiver PD Amendment 6 &
Atkinville Interchange PD Amendment 2

January 16, 2012

SunRiver
Construction and Development
1001 W. Sun River Pkwy, #200, St. George, UT 84770 (435) 673-4200

Virgin River

Las Colinas

14 | 13
23 | 24

Development Lease Parcel
Future Residential

sitla

SAND PIPER DR.

Interstate 15

PIONEER RD.

sitla

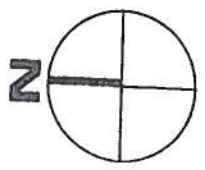
RV Storage
Project
- not a part -

fire station

Bluegrass Way

sitla

Integra



SUN RIVER ST. GEORGE

ARROWHEAD CANYON DR.

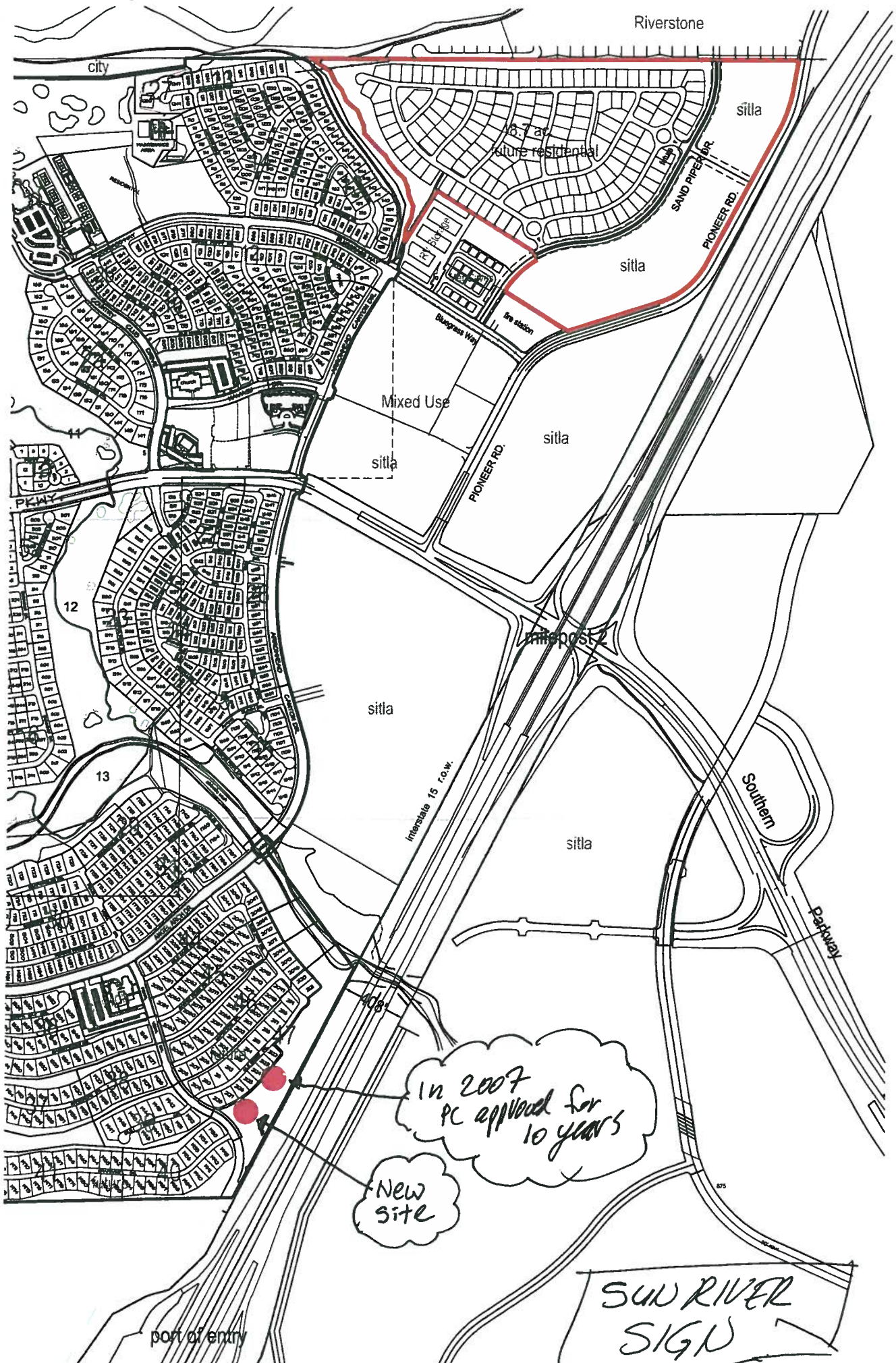
Illustrative Plat for
Sun River St. George Zone Change Amendment 6
Atkinville Interchange Zone Change Amendment 2

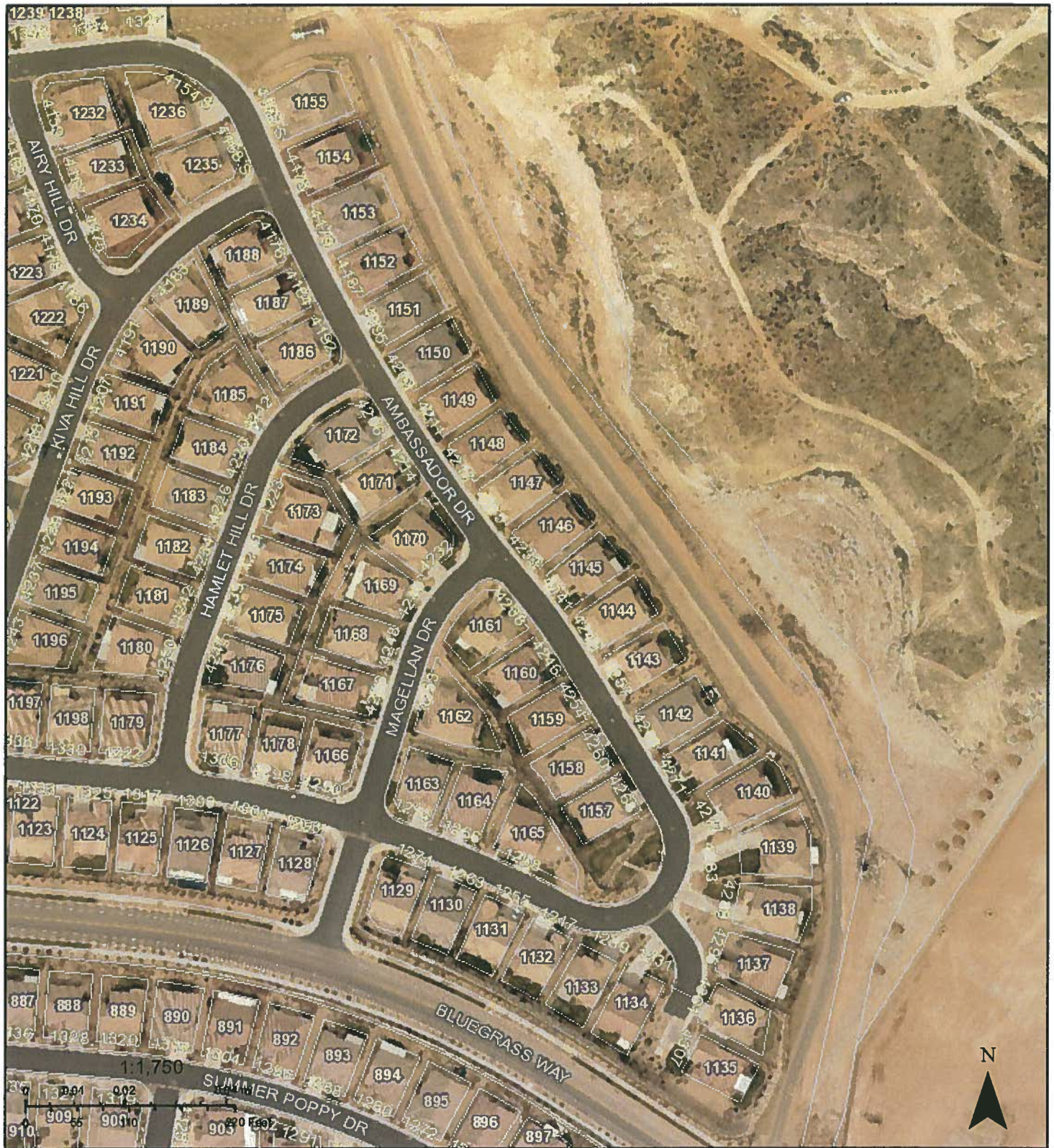
ST. GEORGE, UTAH

9-26-14

SCALE: 1" = 300'

NOTE: THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY. REFER TO THE LEGAL DESCRIPTION FOR ACTUAL BOUNDARY.





Ambassador Drive

Made by the City of St. George GIS Department
SGCityMaps - <http://maps.sgcity.org/sgcitymaps>

February 25, 2015

Current Proposal

- 1) The first part of this current amendment proposal is to move approx. 30.00 acres of the Interchange PD into the Sun River PD, and to update its land use to PD Residential. The land uses for that 30 acres are currently RV Park and Employment 2, as defined by the Interchange PD. We also want to update approx. 18 acres already in the Sun River PD from RV and Mini Storage (see exhibit 1) to PD Residential. Both parcels together create a 48.725 ac. residential parcel (see exhibit 2). In conjunction with the creation of this residential parcel, we request that the approved residential unit limit is increased by 195 units, which reflects a density of 4 du/acre. The current single family residential unit limit was set in Amendment 4 (2005) at 2212 units – the new total would be 2407.
- 2) The second part of this amendment would be to update the balance of the property to join the *existing* 8.1 acres Community Commercial (CC) as defined by the Atkinville Interchange PD. *Community Commercial has the same permitted uses as the City's C-2 Highway Commercial Zone.* This would increase the amount of Community Commercial to 27.49 acres. The Employment 2 and the RV Park land uses would be eliminated from this area.

We feel designating the property east of Sand Piper Dr. is appropriate and it simplifies the permitted uses for the area. Community Commercial and Employment 2 have many similar permitted uses but Community Commercial has a wider variety of neighborhood supporting uses. Employment 2 had many light industrial uses that would no longer be permitted. We feel Community Commercial is a much more compatible designation for this primarily residential area than Employment 2. Furthermore, the adjacent 33.9 acre parcel to the south is already Community Commercial and the portion currently adjacent to the Riverstone project is already Community Commercial. A comparison matrix of permitted uses has been submitted to staff for their review.

The location of the 60 foot public right-of-way (Sand Piper Dr.) in between the residential and commercial parcels provides a reasonable demarcation between the two land uses. Also, the residential side will have a sidewalk separated from the curb with a 4 foot landscape strip followed by 10-15 feet of landscaping behind the sidewalk and then a wall. The topography will require that the commercial pads be generally lower than Sand Piper, further separating the land uses.

Lastly, we ask that the Hobby and Storage Garages, as defined in the previously approved amendment and reiterated below, are permitted in the Community Commercial parcels within this

amendment. The Hobby and Storage Garages are a unique product that doesn't fall exactly under storage rentals units or mini storage, nor are they residential or commercial buildings. Sun River Development has recently finished the first 8 units (4 buildings) in a 34 unit development adjacent to the fire station and they look great. We feel this is an appropriate use for the Community Commercial parcels in this amendment.



The proposed Hobby and Storage Garages are duplex storage garage buildings platted with private ownership areas and common area. They are administered and maintained by an owners association with each owner being responsible for maintaining, repairing and replacing all improvements within the storage garage unit such as interior walls and ceiling (including drywall, floor coverings, windows, doors, and plumbing, electrical, and heating and air conditioning systems). Units will be rentable subject to conditions as stated in the Declaration and By-laws. Commercial uses will not be allowed – the buildings are to be used by hobbyists, or for storage.

Each unit includes approximately 1,250 square feet of interior space, a 12' high by 14' wide garage door entrance, private entrance and a driveway for 2 parking stalls in front of the unit.

Landscaping will be limited to trees and shrubs irrigated with drip systems in compliance with the recommendations of the geotechnical report. No lawn turf is permitted per the geotechnical report recommendation.

Heights of garage buildings are 20' (measured mid-point of roof slope), 26' at the peak, with exteriors including stucco and CMU walls with concrete roof tiles for a residential neighborhood feel. No building or structure will exceed 35 feet in height. See typical pictures and proposed building elevations attached as exhibits.

There will be no overnight parking permitted in the driveways, common areas or on the interior private streets. Security lighting will be provided on the structures and will utilize directional lighting to minimize night sky pollution. The surrounding public streets will have the standard City cobra head street lights and the number and location will be approved by the City's Development Services Department and Dixie Power.

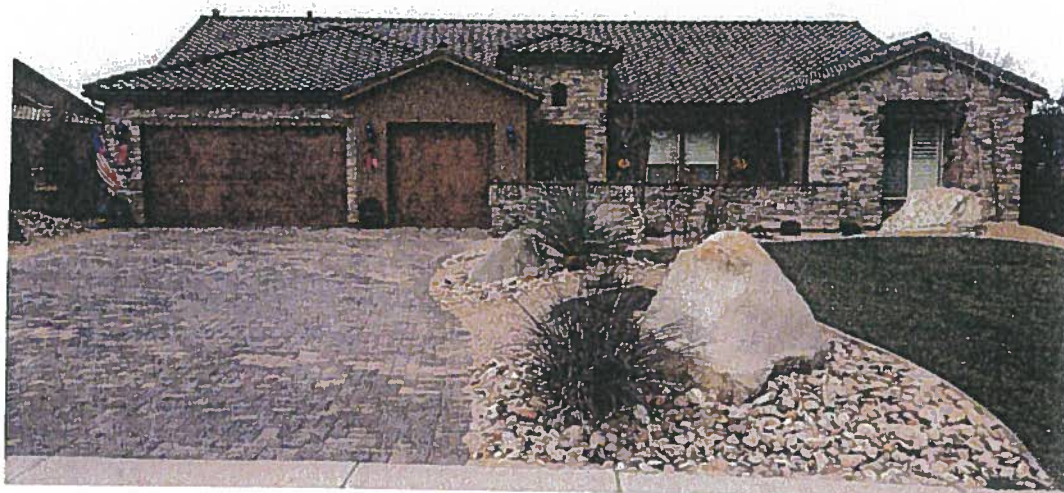
Utility service will be underground and transformer and other utility pedestals and equipment will be installed per local standards. There will be either a common refuse dumpster and enclosure or individual trash service.

The Fire Marshall has been consulted regarding building spacing and construction and has approved the configuration of driveways. The buildings will have a 10 foot minimum separation. The street geometry in the hobby garage area follows the standards set for the design of private PD residential areas in St. George, and will serve sewer maintenance, emergency and refuse vehicles.

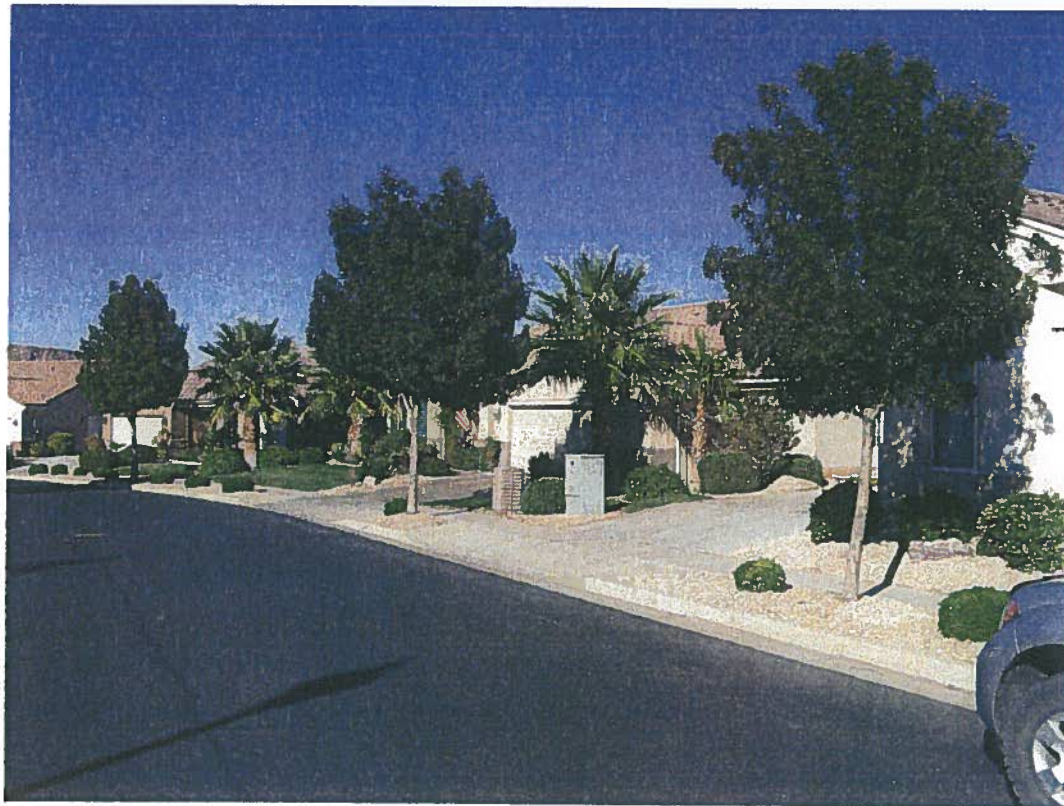
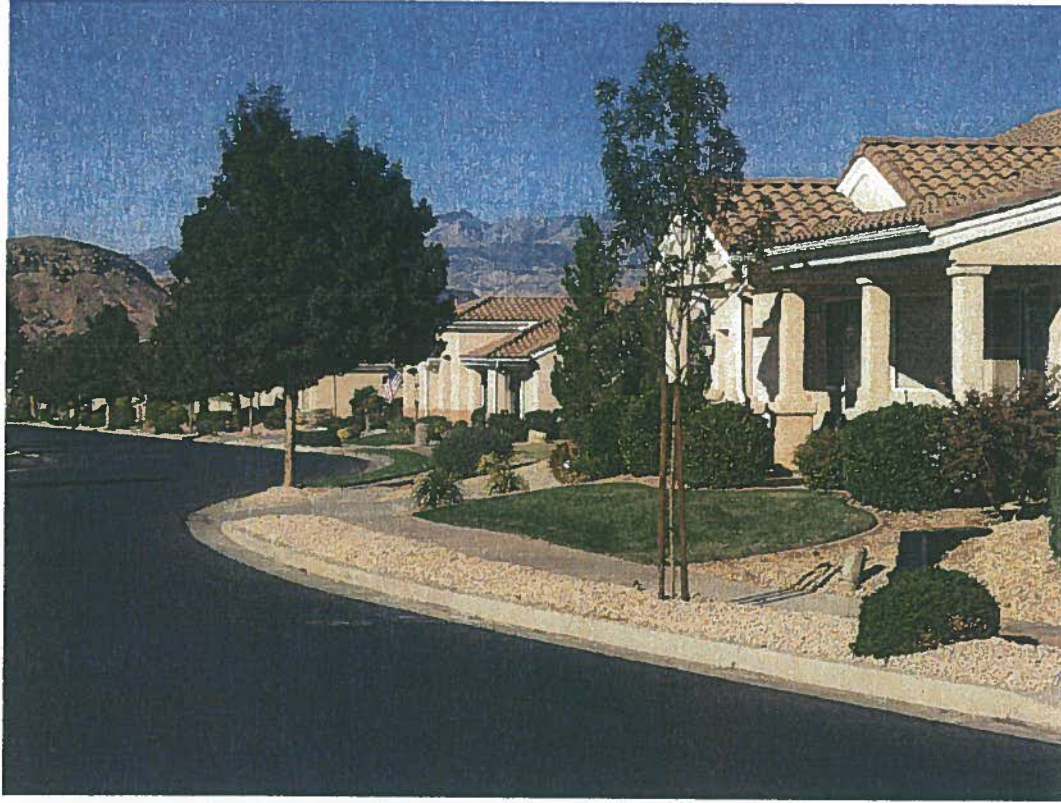
We don't anticipate signage needs more than already allowed by the standard City sign ordinance.

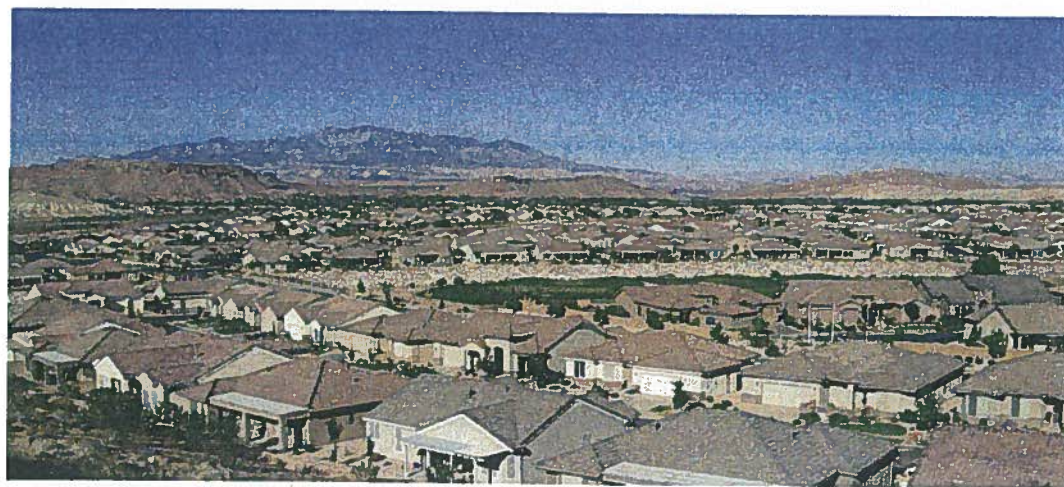
Like the original Interchange PD, this amendment includes photographs of example projects that are representative of the architectural and landscape character of the overall residential and commercial areas. Prior to the construction of any individual commercial project the Trust or developer/builder will submit a detailed building elevation and site plan for review and approval by the City.

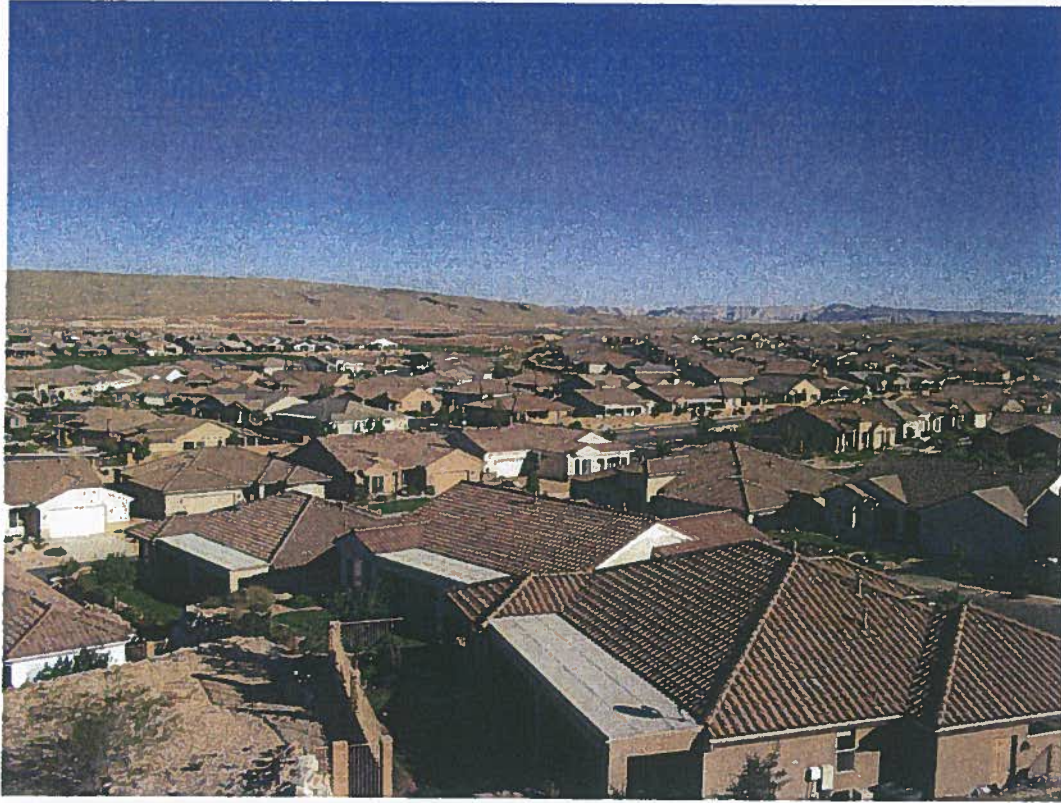
Residential Areas - landscaping, elevation, and materials examples











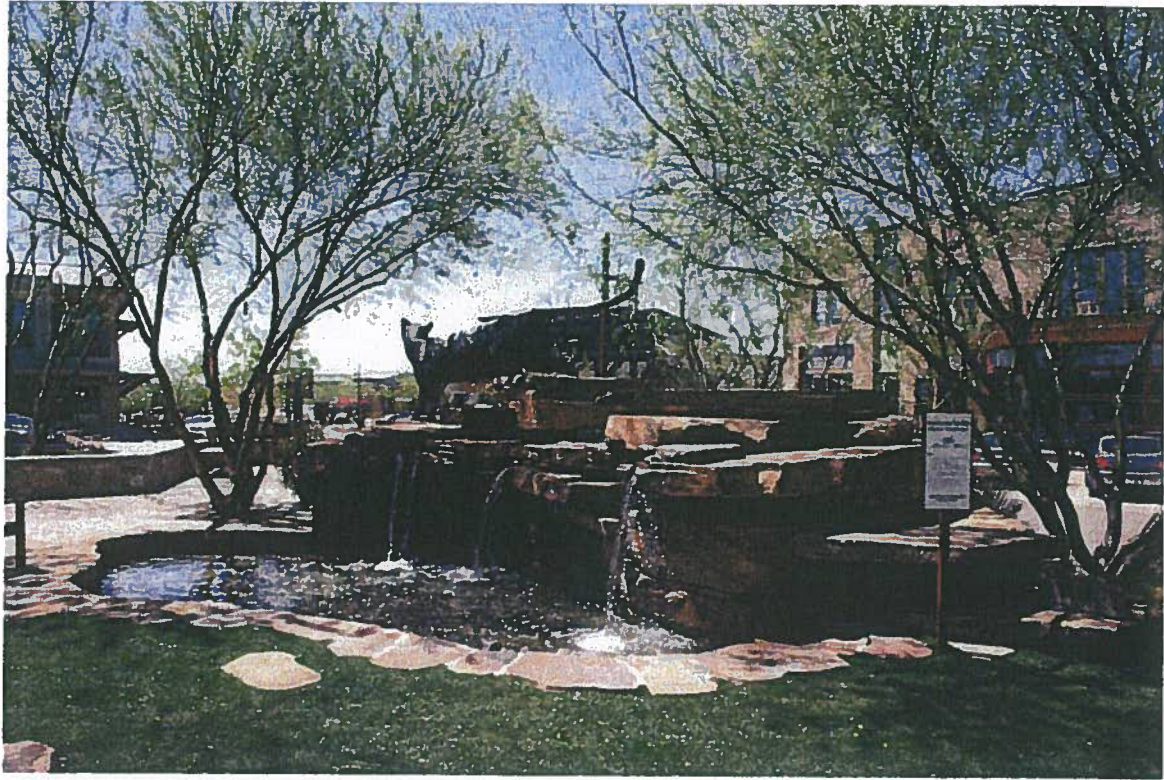


Community Commercial - landscaping, elevation, and materials examples



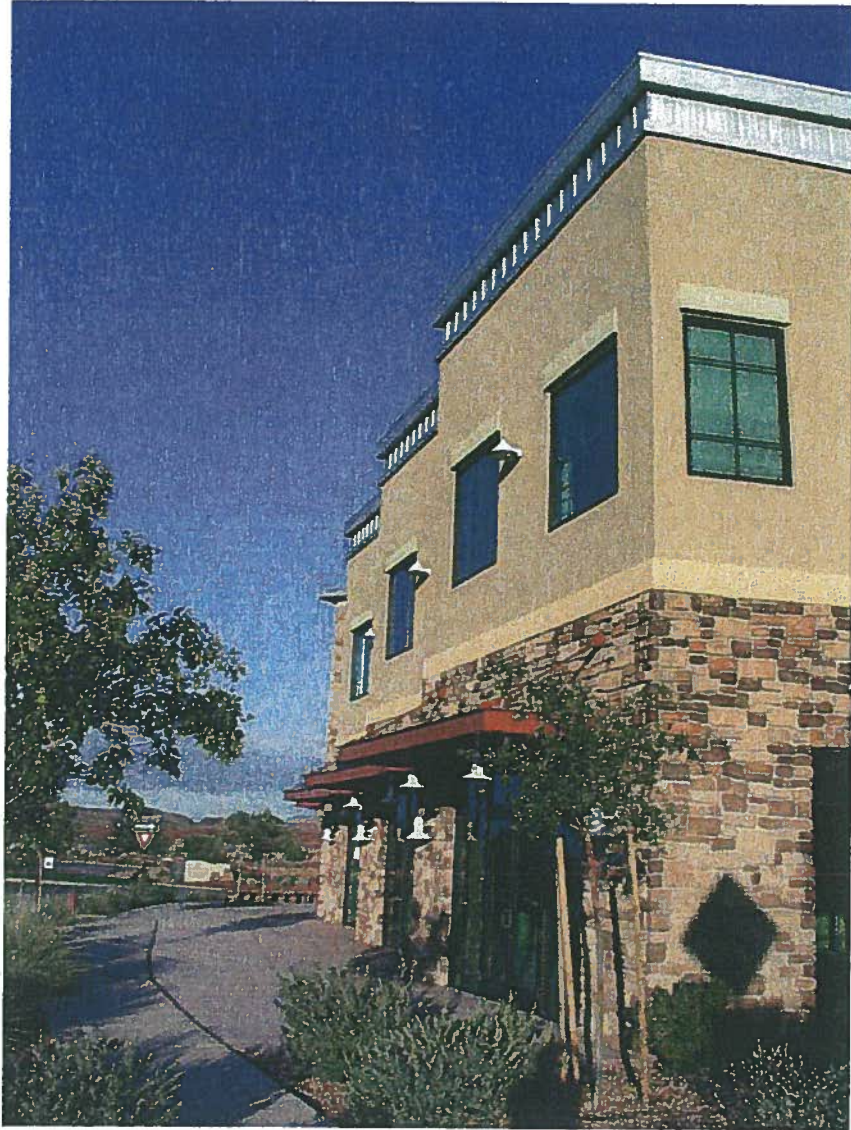


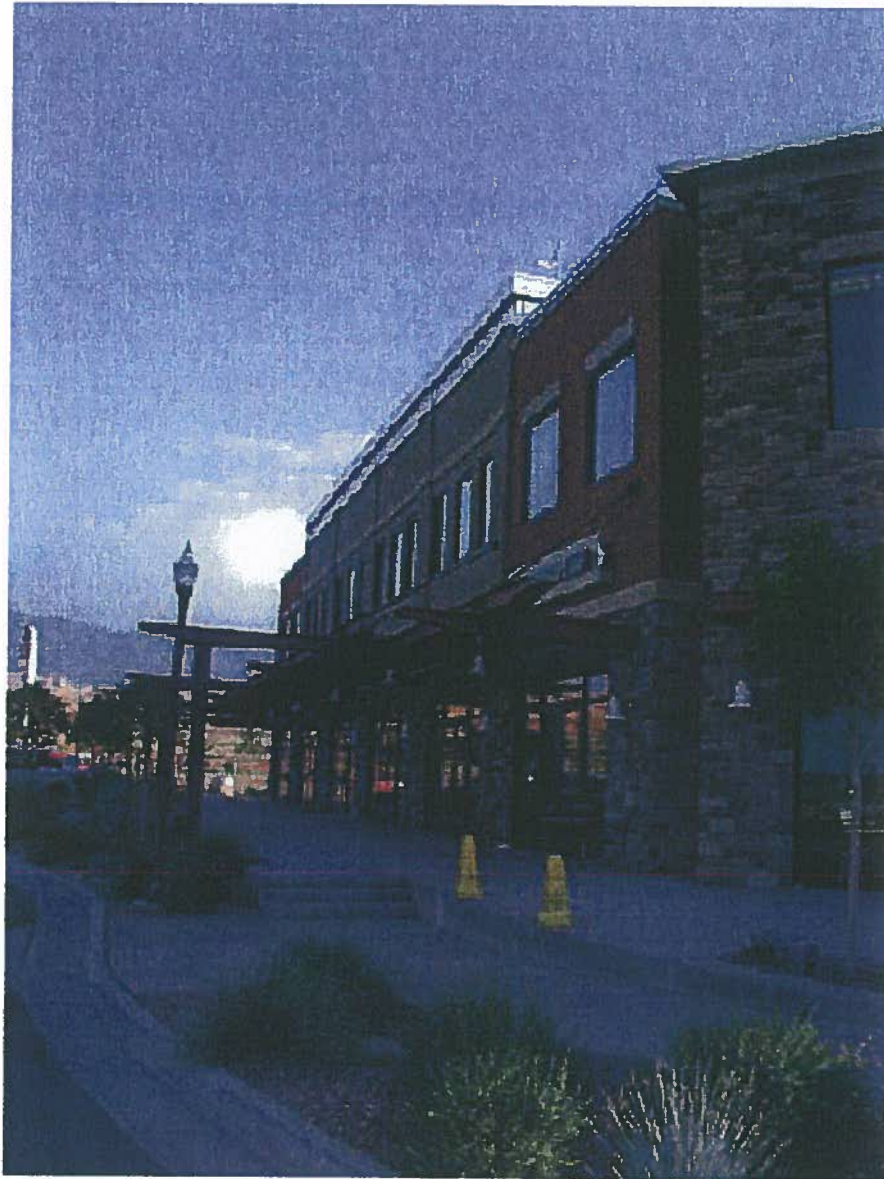












Request For Council Action

Date Submitted 2015-03-09 11:06:11

Applicant Bach Homes

Quick Title Public Hearing, Zone Change, and Ord From R-1-10 to PD-R

Subject Consider a zone change from R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) to PD-R (Planned Development Residential) on 11.75 acres to accommodate a multiple family development project consisting of twelve (12) dwelling structures which includes 244 apartment units, a clubhouse, two pavilions, and covered garage structures. The project is "Grayhawk Apartments at River" Edge. The property is located between Riverside Drive and the Virgin River and runs from 2200 East to 2450 East (approximately 501 South 2200 East). The applicant is Grayhawk at Rivers Edge LLC and the representative is Mr. Rob Reid, Rosenberg Associates. Case No. 2015-ZC-004. (Staff " John Willis).

Discussion The applicant is requesting a PD-R to accommodate an apartment complex with a density of 20.77 dwelling units per acre. The General Plan was recently changed to HDR and the proposal is within the density range. In addition to the standard PD-R approval, the applicant is requesting building heights of 45", as well as, a reduction in the amount of parking. City ordinance does allow an applicant to request City Council consideration on an increase of height and reduction in parking. The Planning Commission recommended approval on the zone change, however, approved only 6 of the 8 buildings to be 45" in height.

Cost \$0.00

City Manager Recommendation This request is a high density apartment project in the Dinosaur Crossing area of the City east of Mall Drive north of the Virgin River trail. The Planning Commission was concerned with the parking requirements and possible lack of parking. They recommended approval after the developer reduced the height and number of units in two buildings. The project is out of the 100 flood plain and will have to install erosion protection.

Action Taken

Requested by John Willis

File Attachments

**Approved by Legal
Department?**

Approved in Budget? Amount:

Additional Comments

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CITY ZONING MAP BY CHANGING THE ZONE FROM
R-1-10 TO PD-R ON 11.75 ACRES**

WHEREAS, the property owner has requested a zone change on 11.75 acres from R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) to PD-R (Planned Development Residential); and

WHEREAS, the City Council held a public hearing on this request on March 19, 2015; and

WHEREAS, the Planning Commission recommends approval of the requested zone change; and

WHEREAS, the City Council has determined that the requested change to the Zoning Map is justified at this time and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

NOW, THEREFORE, BE IT ORDAINED, by the St. George City Council, as follows:

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this ordinance is hereby repealed.

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed to reflect the zone change from R-1-10 to PD-R on 11.75 acres generally between Riverside Drive and the Virgin River and runs from 2200 East to 2450 East (approximately 501 South 2200 East) more specifically described on the attached property legal description, Exhibit "A".

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon posting in the manner required by law.

APPROVED AND ADOPTED by the City Council of the City of St. George, this 19th day of March, 2015.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

Exhibit "A"

**Wadman Dinosaur Marketplace
Bach Homes Parcel**

March 16, 2015

A part of the Southwest Quarter of Section 27, and the Southeast Quarter of Section 28, Township 42 South, Range 15 West, Salt Lake Base and Meridian, U.S. Survey in Washington County, Utah:

Beginning at a point on the Southeasterly Line of Dinosaur Crossing Subdivision located 1980.14 feet North 0°54'14" East along the Quarter Section Line, 1861.21 feet South 89°05'46" East, and 737.53 feet South 36°06'26" East along the centerline of 2200 East Street from the South Quarter Corner of said Section 28; and running thence along the boundaries of said subdivision the following two courses: North 53°53'34" East 655.56 feet to the most Easterly Corner; and North 36°06'26" West 215.75 feet; thence North 53°53'34" East 317.42 feet; thence North 72°40'30" East 352.57 feet; thence South 72°24'42" East 50.00 feet; thence Southwesterly along the arc of a 350.00 foot radius curve to the right a distance of 174.40 feet (Center bears North 72°24'42" West, Central Angle equals 28°32'57" and Long Chord bears South 31°51'46" West 172.60 feet) to a point of tangency; thence South 46°08'15" West 47.37 feet to a point of curvature; thence Southwesterly along the arc of a 600.00 foot radius curve to the left a distance of 280.65 feet (Central Angle equals 26°48'00" and Long Chord bears South 32°44'15" West 278.10 feet) to a point of tangency; thence South 19°20'15" West 363.75 feet; thence South 68°50'31" East 191.66 feet; thence Southwesterly along the arc of a 1020.00 foot radius curve to the right a distance of 180.11 feet (Center bears North 52°28'39" West, Central Angle equals 10°07'02" and Long Chord bears South 42°34'51" West 179.88 feet) to a point of tangency; thence South 47°38'22" West 500.75 feet to the extension of the centerline of 2200 East Street; thence North 36°06'26" West 566.93 feet along said centerline to the point of beginning.

**Contains 512,143 sq. ft.
or 11.757 acres**

ZONE CHANGE

PLANNING COMMISSION AGENDA REPORT: 02/24/2015
CITY COUNCIL MEETING: 03/19/2015

ZONE CHANGE

Grayhawk Apartments at River's Edge
Case No. 2015-ZC-004

Request:	Consider a zone change from R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) to PD-R (Planned Development Residential) on 11.75 acres to accommodate a multiple family development project consisting of twelve (12) dwelling structures which includes 244 apartment units, a clubhouse, two pavilions, and covered garage structures. The property is located between Riverside Drive and the Virgin River and runs from 2200 East to 2450 East (approximately 501 South 2200 East) The project is "Grayhawk Apartments at River's Edge."
Applicant:	Bach Homes 11650 South State Street, Suite 3000 Draper, Utah 84020
Representative:	Mr. Robert Reid, PE, - Rosenberg Associates
Area:	11.75 acres
Address:	The property is located between Riverside Drive and the Virgin River and runs from 2200 East to 2450 East (approximately 501 South 2200 East)
Current Zone:	R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size)
General Plan:	HDR (High Density Residential). The General plan was changed from Professional Office (PO) and Business Park (BP) to High Density Residential (HDR), (10 or more du/ac) by the St. George City Council on March 6, 2014. <i>Case No. 2014-GPA-002.</i>
Adjacent zones:	North: R-1-10 (Single-Family Residential) East: R-1-10 (Single-Family Residential) and PD-R (Planned Development Residential) South: R-1-10 (Single-Family Residential) West: R-1-10 (Single-Family Residential)
Project:	The applicant's proposal is to build 244 units on an 11.75 acre parcel. The project will consist of eight 4-story, one 3-story, and three 2-story buildings. Four story buildings will be approximately forty-five (45) feet tall. Two story buildings will be located on the

southwest perimeter of the project and will be approximately twenty-three (23) in height. The project will have one three story building, which is located along the northwest border and adjacent to the existing two story townhouses. The existing townhouse property is approximately ten (10) feet higher in elevation than the proposed project. The applicant reduced the height to three stories, in order to mitigate the height for the adjacent property. Given the ten feet grade change between properties, the three story building will appear to be two stories to the adjacent property. The project includes apartments, as well as, townhouse units with selected units having access to garages. Buildings will have units with 1, 2, 3, and 4 bedrooms.

Units: **244 Total Units**

Density: 20.77 du/ac. According to PD regulations, density shall conform to the limitations set forth in the General Plan, which is 10 to 22 dwelling units per acre. The applicant is proposing, nearly the highest density allowed under the HDR land use designation.

Parking: Off Street Parking Requirements, require two parking spaces per unit, with one being covered. In addition, one guest parking space per three units is required. The applicant is providing 506 parking spaces, which includes 181 uncovered, 244 covered, and 81 guests parking. Per city code, the project is required a total of 569 parking spaces. The applicant is meeting the covered parking and guest parking requirement, however, is not meeting the uncovered parking requirement. The applicant is requesting a reduction of 63 parking spaces, which the request permitted by code.

According to 10-19-4(A)(3), projects with more than fifty (50) dwelling units, the applicant may request a reduction of the requirement to one and one-half (1.5) spaces per unit where it can be shown that two (2) spaces per unit is an excessive amount of parking. The applicant is providing approximately 1.74 spaces per unit and a total of 2.07 spaces if guest parking is included.

According to the applicant and PD text, they believe this is sufficient parking, given other similar projects they have built. In addition, the applicant provided a parking study prepared by Hales Engineering. The study reviewed parking for three multi-family projects in the community and surveyed utilization of parking spaces. Based on the recommendation of Hales Engineering, the project would have sufficient parking. Please refer to the PD text and parking study for more information regarding the reduction request.

In addition to vehicle parking, the applicant is proposing 283 bicycle parking onsite, which includes covered and uncovered spaces.

Landscaping:

The project will need to comply with the Landscape Ordinance (Ord. 10-25), additionally according to the Planned Development ordinance, 30% of the site must be landscaped and half of the landscaping must be in the form of live vegetation. The applicant is proposing 35% of the site in open space, which conforms to the ordinance.

Recreational Area:

As per Ord. 10-8-5(K), (1,000 sq. ft. for the first 5 units and 200 sq. ft. for every unit after the first five) the applicant is required to provide at least 1.12 acres (48,800 sq. ft.) of designated recreational space. The applicant is proposing to provide 49,406 sq. ft. of recreational space. Recreation areas will be in the form of a playground and useable green space.

Narrative:

A written text was provided in compliance with Ord. 10-8-4 (see attached).

Streets:

The project will be served by two public streets on the south and west of the property. The main access into the project will be 2450 East and will be extended to serve the property. 2200 East will be extended and connect with 2450 East, which will provide an additional access to the property. Only the portion of 2450 East which is adjacent to the project will be completed. A Traffic Impact Study was completed for the project and is being reviewed.

Building Heights:

The four story buildings will be a maximum of forty-five feet and eight inches (45'-8") in height. The applicant is requesting a greater height than what is permitted. The PD zoning ordinance does allow for an increase in height and states: No building shall be erected to a height greater than thirty five feet (35') unless specifically approved as a part of the zone change approval. Four story buildings are generally located in areas that would minimize impact to adjacent properties, which is the LDS church and Millcreek High School.

Staff Comments:

1. The applicant has submitted a colored site plan, colored elevations and a color materials board as required.
2. Buildings must meet setback and building separation requirements for the PD zone.

3. The applicant is requesting building heights greater than thirty-five (35) feet, which requires specific approval as part of the zone change.
4. Building permits for construction must be obtained within eighteen (18) months or property will revert back to the previous zone.
5. The applicant is requesting a reduction in parking, which may be reduced by the City Council with the recommendations of the Planning Commission, if evidence supports a decrease and is shown to be an excessive amount of parking.
6. HDR (High-Density Residential) designation provides a density range of 10 to 22 units per acre, which does not always indicate that 22 units per acre is appropriate for every parcel of land.

The property is mostly isolated and surrounded by institutional uses to the north, Virgin River on the south, and potential commercial to the southwest, therefore, impacts to surrounding areas are minimal. However, the property is adjacent to townhouses to the north, which the applicant has reduced the height, in order to minimize the visual impact. Staff does have concerns with the amount of reduction of parking and if what is being proposed is sufficient. The applicant has provided a parking study that supports the request. Any motion for the application should specifically address the increase in height and reduction in parking.

Planning Commission:

PC spent considerable time discussing the project. PC believed that this was a good addition to the community, however, recommended approval with conditions. The conditions were based on three concerns expressed, which were density, parking, and height of buildings. The following is the motion and recommendations:

MOTION: Commissioner Don Buehner made a motion to **recommend approval for the project with the condition that 6 of the 8 buildings (K and L) be considered for a height variance rather than 8.** The recommendation to City Council is to approve this zone change for Grayhawk at River Edge because the Planning Commission believes, based on the evidence and comments tonight that this is a good addition to the community. The conditions are to address concerns with the 3 requests – 1 is parking per unit, 2 is height, 3 is density. It is appropriate to consider concession to have 6 buildings rather than 8 height variance.

By only allowing 6 of the 8 buildings to be 4 stories, it decreases density and reducing the amount of parking required. The reduction in units brings the project closer into compliance with

current code. The parking deficiency would be 26 parking spaces, opposed to the 63 parking spaces that is being request. Further, the number of units would be reduced by 16 and decrease density to 19 dwelling units per acre. Buildings K and L were specifically reduced, due to having the least amount of parking around the units and decreasing density the most.

PD – WRITTEN TEXT

Project: Grayhawk at Rivers Edge Apartments

Case No.:

10-8-4: CONTENTS OF WRITTEN TEXT

- A. Use of Land: The projected use of land, including percentages of land devoted to various types of land use, such as building coverage, parking area, landscaped area, etc.

The projected land use is for multi-family community apartments and amenities, including twelve (12) dwelling structures (2.48 Acres / 22%); a clubhouse and one (1) pavilion, covered garage structures with forty-six (46) total single-car garage units; two-hundred seventy-six (276) open parking stalls; one-hundred and ninety-six (196) carports; and four (4) gazebos with paving covering 4.94 Acres (44%) and the landscaped area covering 3.93 Acres (35%).

- B. Height and Elevations: The text shall indicate the type, character and proposed height of all buildings. The plot plan, elevations and perspective drawings may be prepared as necessary by the applicant to help the planning commission and city council to better understand the proposal.

The proposed development includes the following building heights:

- *Apartment Buildings:*
 - *4-story range: 45'-0" – 45'-8" (8 Buildings)*
 - *3-story: 35'- 0" (1 Building)*
 - *2-story range: 22'0" – 23'-6" (3 Buildings)*
- *Pavilion: 13'-0"*
- *Covered Garage: 12'-6"*
- *Carport: 10'-0"*
- *Clubhouse: 21'-6"*
- *Gazebos: 12'-0"*

The above site structures incorporate architectural variety adding depth and interest. Color and material choice, along with variances in the foot-print and roof-line, create visual relief by breaking up building masses.

- C. Density: The density in terms of dwelling units per gross acre of land shall be indicated.

Density is 244 Units / 11.37 Acres = 21.46 Units / Acre

- D. Schools, Churches and Open Spaces: The location of any proposed school sites, churches, parks or other common or open spaces shall be identified.

The development is proximate to the Virgin River Trail and two LDS Churches.

- E. Phasing Plan: A phasing plan, if the development is proposed to be developed in phases, shall be submitted.

There is no phasing plan for this project.

- F. Topography: Topography at contour intervals of two feet (2') shall be submitted unless waived by the planning staff.

Topography is included on the site plan.

- G. Landscape Plan: A landscape plan showing the general location of lawn area and trees shall be submitted (this may be a part of the site or plot plan).

A landscape plan is provided.

- H. Area Reserved For Landscaping: The amount of land area reserved for landscaping shall be indicated.

Use of Land

	<u>Sf</u>	<u>Acre</u>	<u>%</u>
Building Coverage	108,049	2.48	22
Landscaped Area	171,591	3.93	35
Paving Area	215,637	4.94	43
Overall Parcel	495,277	11.37	100

- I. Utilities: All utilities shall be underground unless otherwise approved by the city council and upon recommendation of the water and power director. Transformer equipment shall be screened from streets and from adjacent properties.

All utilities are located underground.

- J. Refuse and Storage Areas: Refuse storage areas shall be screened so that materials stored within these areas shall not be visible from access streets, freeways and adjacent properties.

The refuse area is highlighted on the site plan and will be appropriately screened (see Landscape Plan for screening)

- K. Lighting Plan: The plans submitted shall include a general lighting plan indicating location of lights to be installed on the site.

A photometric plan will be subsequently submitted by an electrical engineer demonstrating the lighting type, location and foot-candle measurements.

- L. Turning Space: Safe and convenient turning space shall be provided for cars, sewer vehicles, refuse collection vehicles, firefighting equipment, etc., at the end of private drives and dead end streets. (1998 Document Section 17-4; amd. 2003 Code).

All private drives have appropriate turnaround capacity for all necessary vehicles.

- M. Signs: Overall sign program if proposed signage differs from what is allowed as outlined in the ordinance set forth in title 9, chapter 13 of this code. (Ord. 1-3-2000, 1-20-2000).

Applicant will submit a separate sign permit and meet all sign ordinance requirements.

- N. Standard/Guest/Covered Parking: Dwellings shall have two (2) parking spaces per dwelling unit, at least one of which shall be covered. For purposes of guest parking, there needs to be one

guest parking space per three (3) dwelling units (guest parking also needs to be located within two hundred feet (200') of the dwelling unit). The city council, upon recommendation from the planning commission, may reduce the requirement for guest parking spaces where the city council finds that evidence supports a decrease in the required amount of guest parking spaces. (Ord. 2009-07-002, 7-2-2009).

Applicant meets the standard parking requirements with 488 parking stalls. The guest parking code requires 2.33 (81) guest parking stalls for 244 dwelling units and applicant currently has 2.12 (30). Applicant requests a reduction in guest parking stalls provided the following:

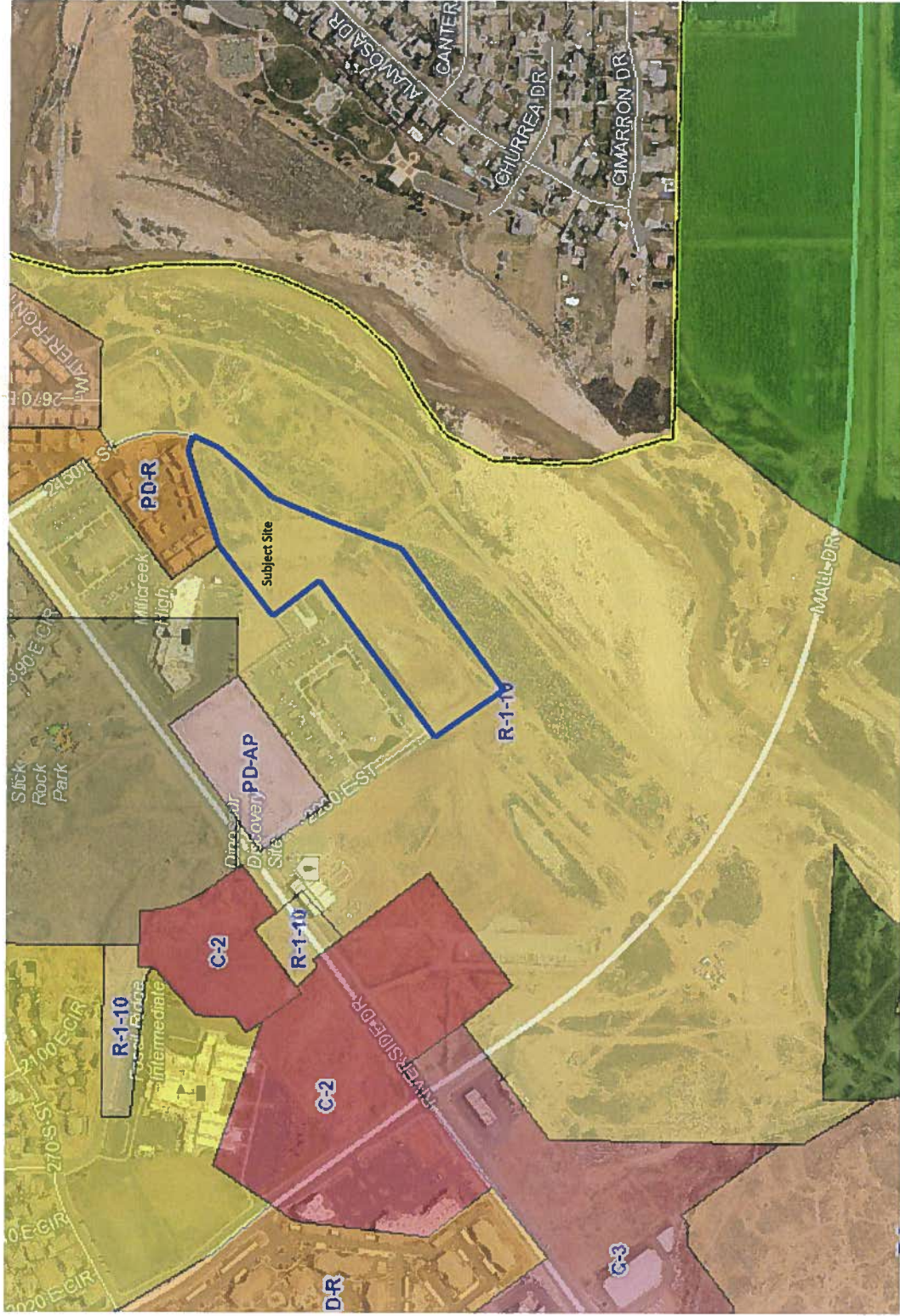
Since its inception in 1976 and subsequent diversification in 1995 into land development and apartment joint-ventures, Applicant has built over 2500 apartments in various regional and local communities and has the requisite experience in site design, layout and function. Of note, Applicant developed "The Falls at Mesa Point" apartment community near the proposed site on Mall and Riverside Drive in St. George. This resort-style complex affords its residents various amenities similar to those offered at Grayhawk Apartments. Importantly, Mesa Point's ratio for guest parking is 2.06 and is not experiencing any parking problems, including an exterior issue (cars parking on streets) or internal parking problem. The current guest parking code of 2.33 required for this site far exceed the minimum parking ratio of 1.90 for applicant's other apartment communities.

Additionally, the challenging aspect for parking in this development is the property shape. There are a multitude of "triangle" sections in the site plan that create open spaces not suited for parking. To accommodate additional guest parking, open space would need to be eliminated in prime areas, including a section behind the pool area ideally suited as a recreational place for families and children.

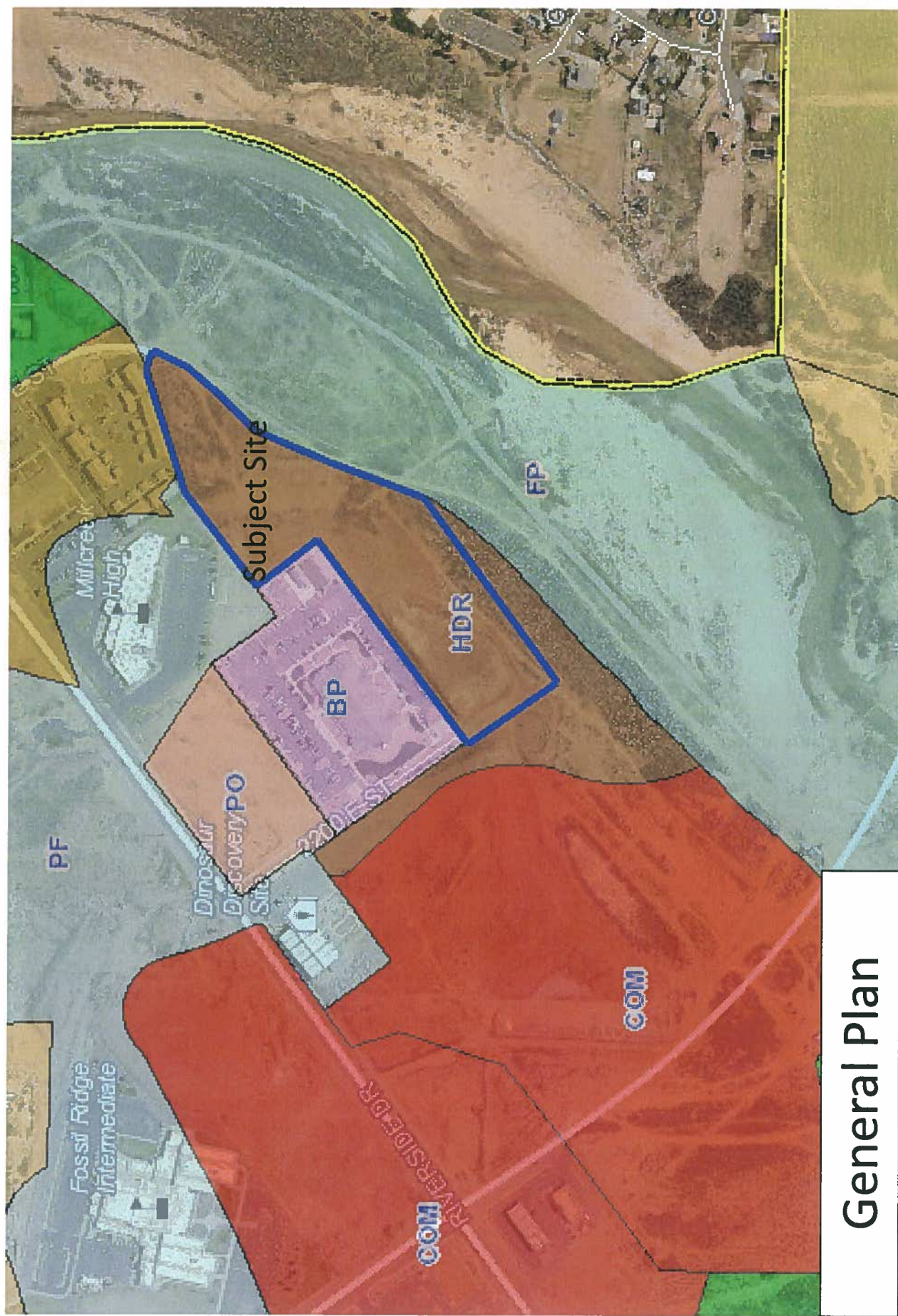
- O. Recreation or Playground Areas: In developments with five (5) or more units, there shall be provided usable recreation or playground areas outside of the front yard setback, with a total minimum area of one thousand (1,000) square feet for five (5) units and an additional two hundred (200) square feet for each unit over five (5) units. The average width and length of each usable recreation or playground area shall not be less than twenty feet (20') or as approved by the planning commission. At least 50 percent (50%) of the usable area shall be in the form of open playground or green space. (1998 Document Section 17-5).

Applicant meets the recreation requirement with 49,406 square feet of open playground or green space. The recreation code requirement for this development consisting of 244 units is 48,800 square feet of open playground or green space.

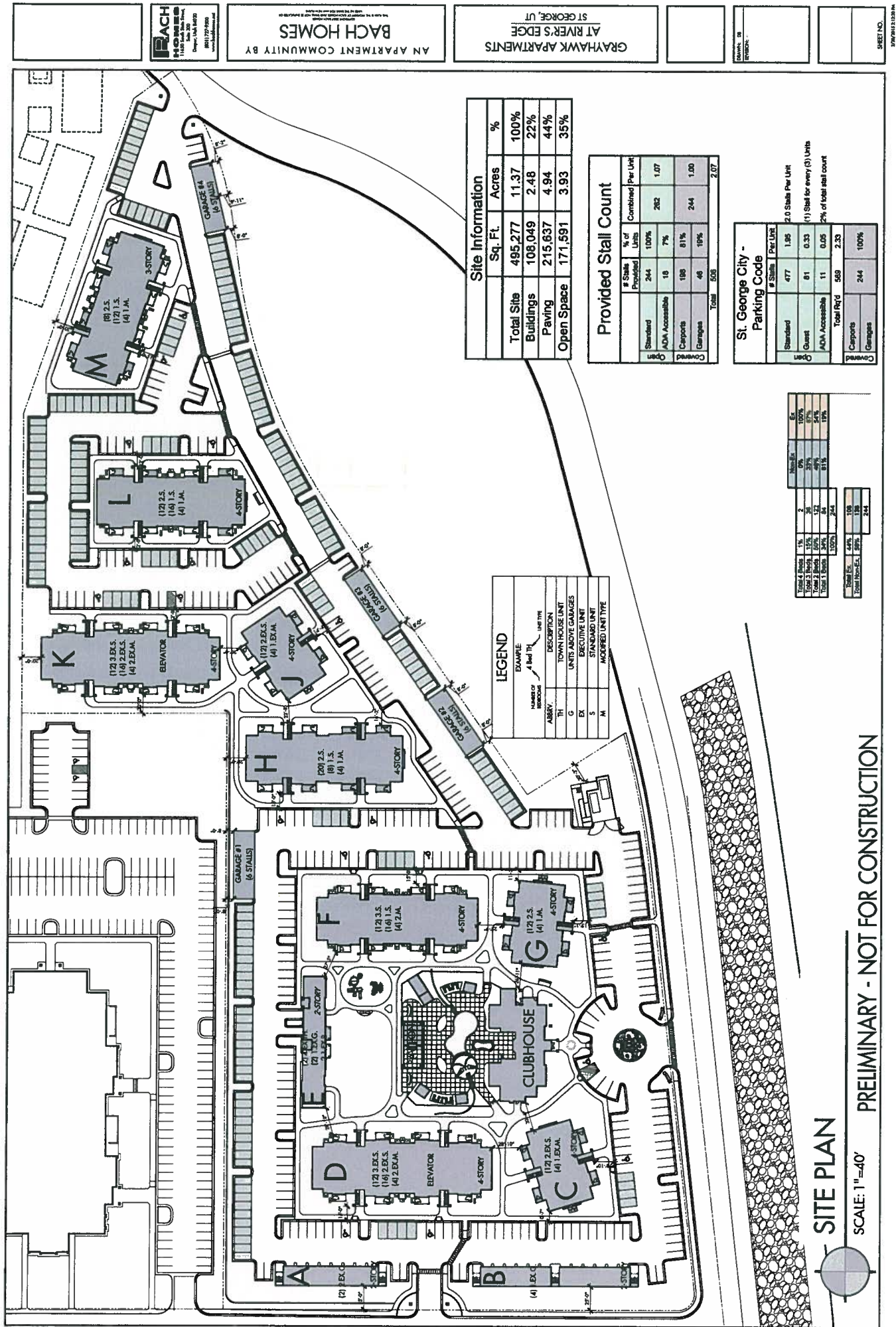




Zoning



General Plan



AN APARTMENT COMMUNITY BY

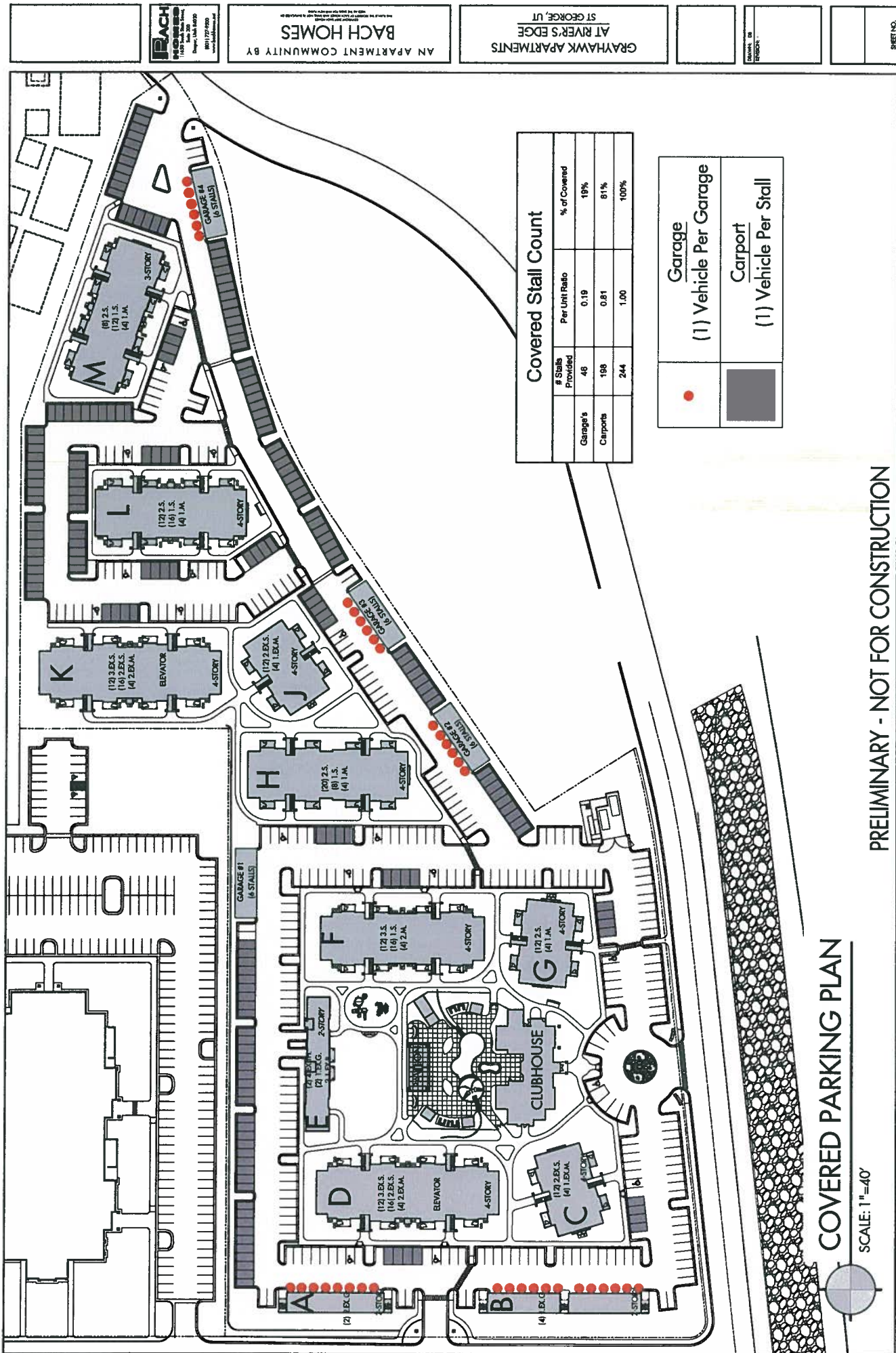
BACH HOMES

GRAYHAWK APARTMENTS
AT RIVER'S EDGE
ST. GEORGE, UT

DRAWN BY
REVISION:

SHEET NO.

10/20/2013 12:38 PM



Covered Stall Count

	# Stalls Provided	Per Unit Ratio	% of Covered
Garage's	48	0.19	19%
Carports	198	0.81	81%
	244	1.00	100%

	Garage (1) Vehicle Per Garage
	Carport (1) Vehicle Per Stall

COVERED PARKING PLAN

SCALE: 1"=40'

PRELIMINARY - NOT FOR CONSTRUCTION

AN APARTMENT COMMUNITY BY
BACH HOMES

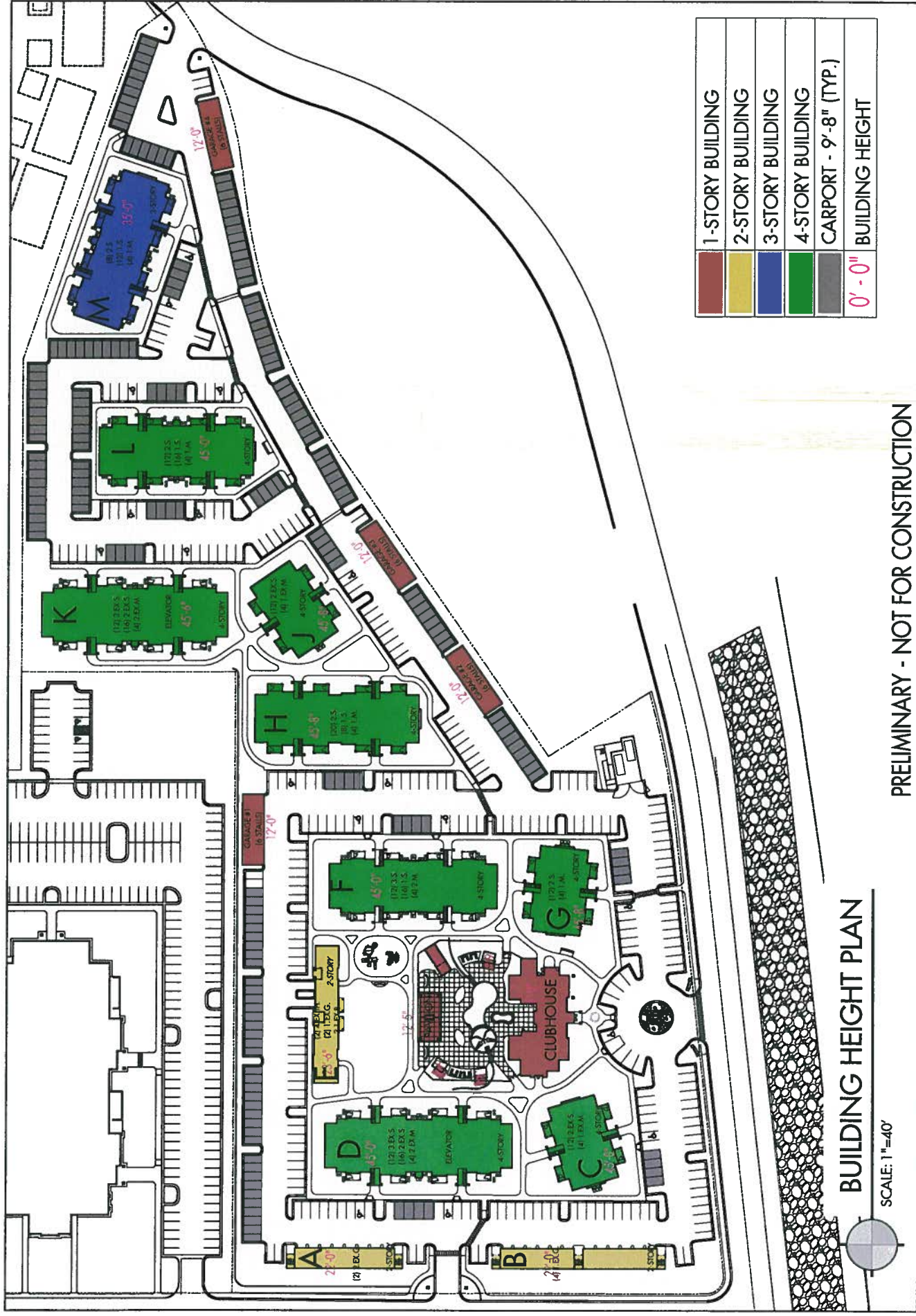
GRAYHAWK APARTMENTS
AT RIVER'S EDGE
ST GEORGE, UT

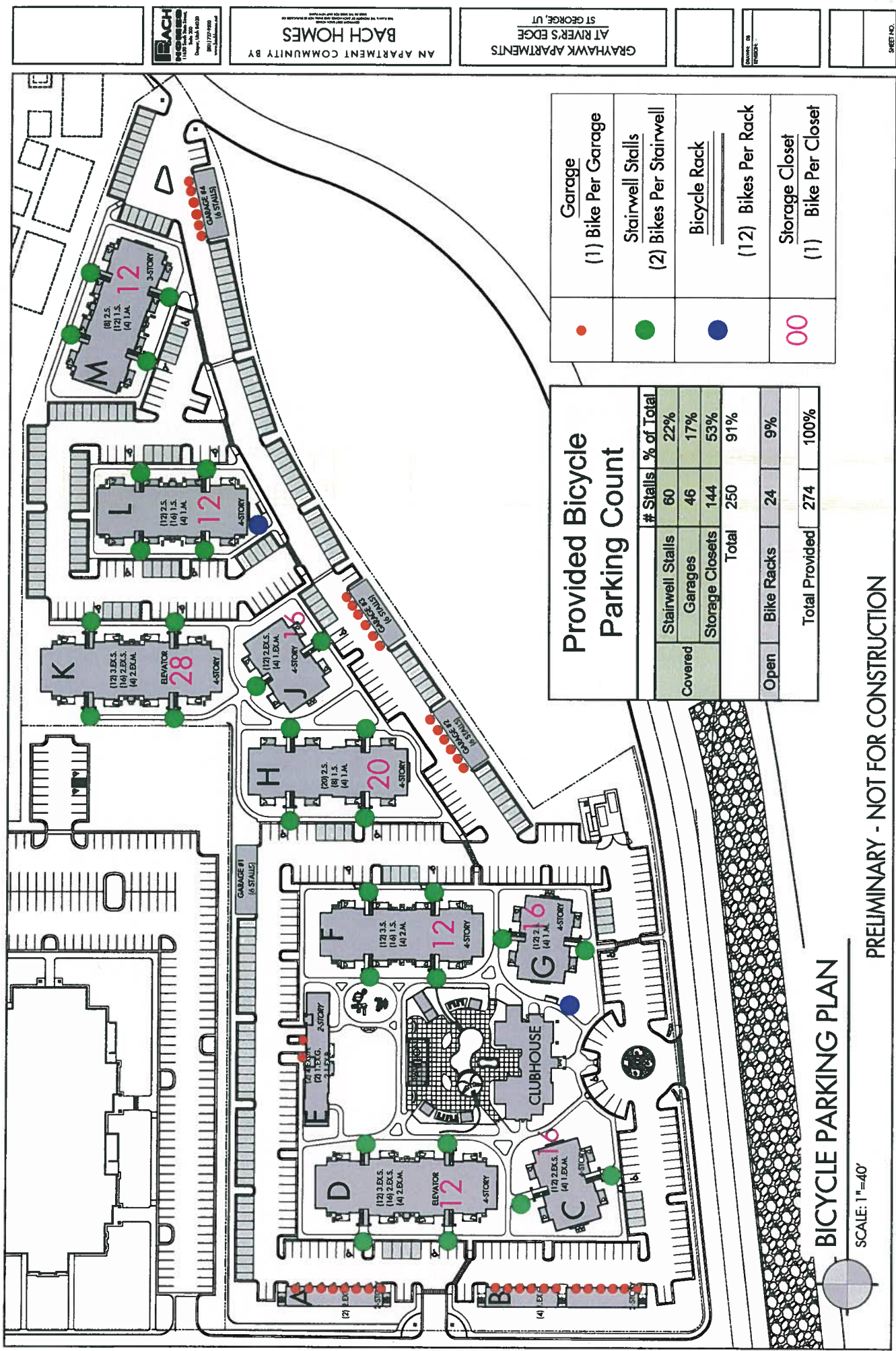
BACH
ARCHITECTS
11700 W. 2300 S.
SUITE 200
SALT LAKE CITY, UT 84119
PHONE: 777-7700
WWW.BACHARCHITECTS.COM

DRAWN BY
PROJECT

SHEET NO.

1-STORY BUILDING	0' - 0"
2-STORY BUILDING	0' - 0"
3-STORY BUILDING	0' - 0"
4-STORY BUILDING	0' - 0"
CARPORT - 9' - 8" (TYP.)	0' - 0"
BUILDING HEIGHT	0' - 0"





Garage	(1) Bike Per Garage
Stairwell Stalls	(2) Bikes Per Stairwell
Bicycle Rack	(12) Bikes Per Rack
Storage Closet	(1) Bike Per Closet

Provided Bicycle Parking Count	
Covered	% of Total
Stairwell Stalls	60
Garages	46
Storage Closets	144
Total	250
Open	24
Bike Racks	24
Total Provided	274
	100%

BICYCLE PARKING PLAN

SCALE: 1"=40'

PRELIMINARY - NOT FOR CONSTRUCTION





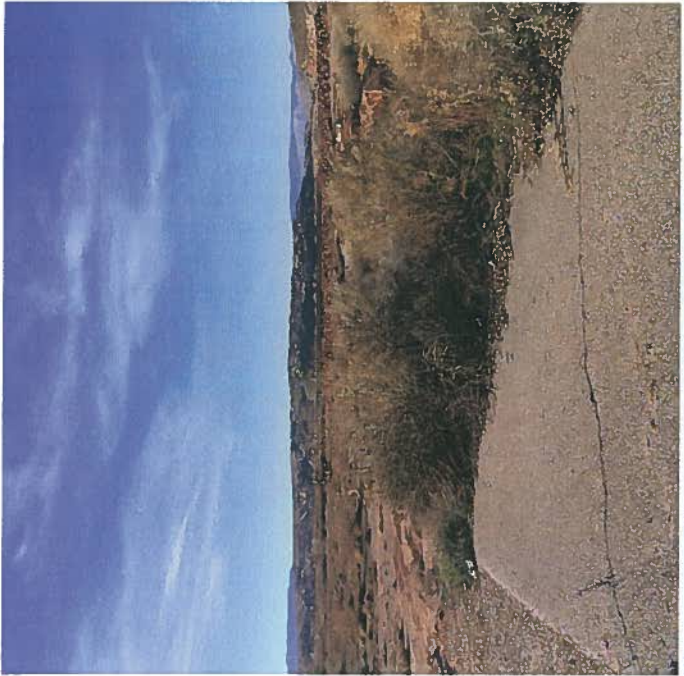
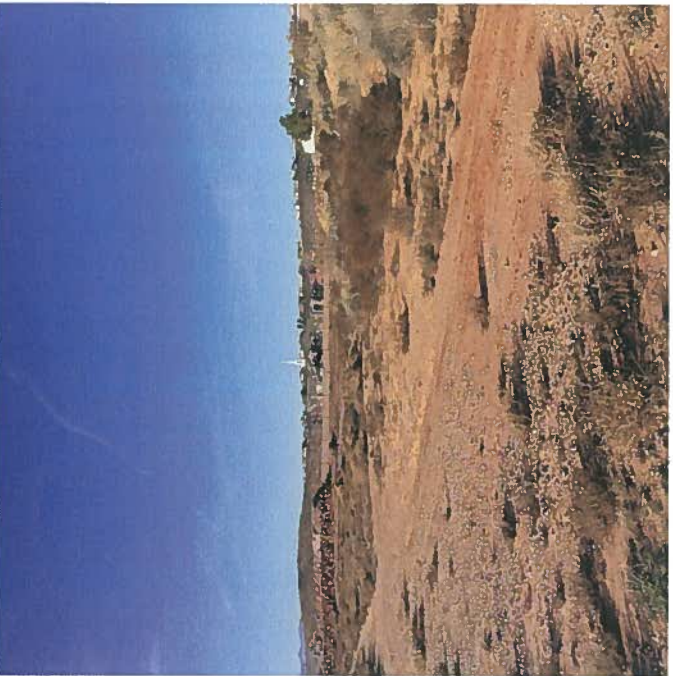
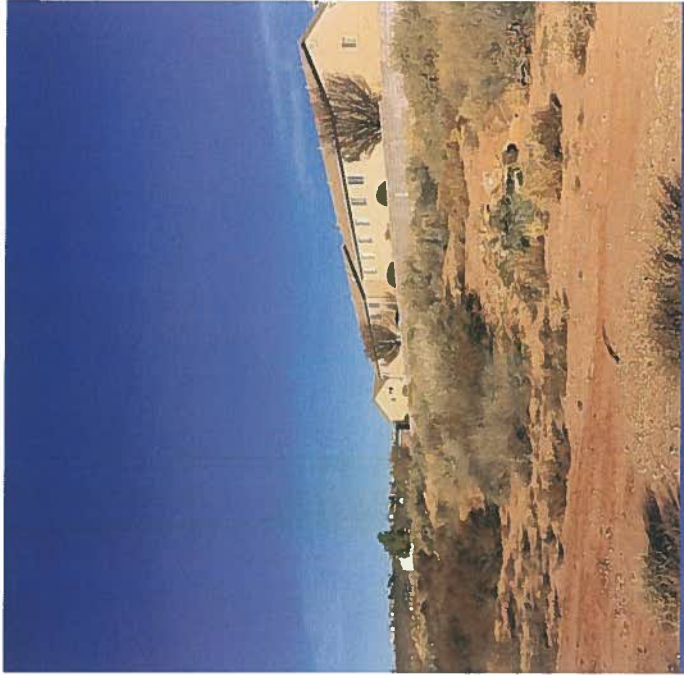
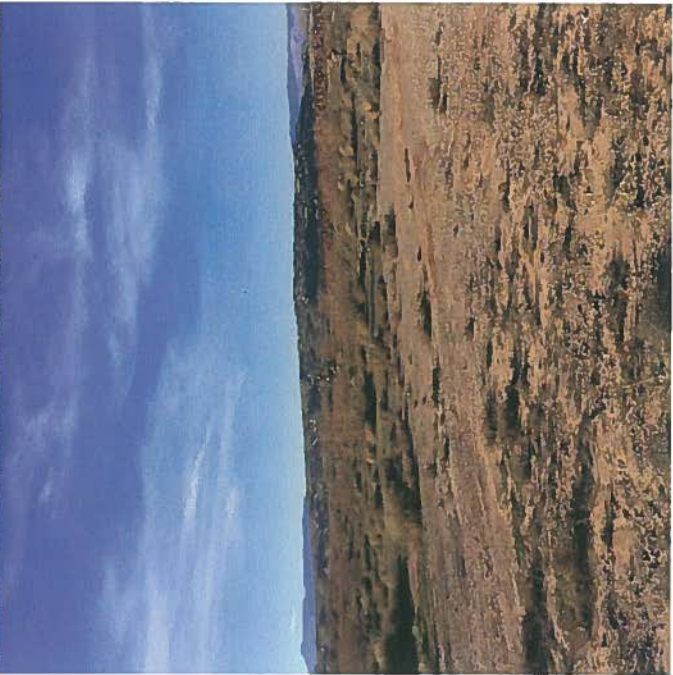
Proposed Project



Typical Isometric



TYPICAL ISOMETRIC



**PD ZONE CHANGE
PLANNED DEVELOPMENT (PD)
APPLICATION & CHECKLIST**



**APPLICATION FOR A ZONE CHANGE AS PROVIDED BY THE
CITY OF ST. GEORGE ZONING ORDINANCE
CITY OF ST. GEORGE, UTAH**

I. PROPERTY OWNER(S) / APPLICANT & PROPERTY INFORMATION

LEGAL OWNER(S) OF SUBJECT PROPERTY: Dinosaur Crossing, LLC

MAILING ADDRESS: 2920 S 925 W Ogden, UT 84402

PHONE: _____ CELL: _____ FAX: _____

APPLICANT: Grayhawk Apartments at Rivers Edge, LLC or assigns
(If different than owner)

MAILING ADDRESS: 11650 South State Street, Suite 300, Draper, Utah 84020

PHONE: 801-727-9500 CELL: _____ FAX: _____

EMAIL ADDRESS(ES): _____

CONTACT PERSON / REPRESENTATIVE: Robert Reid, P.E., P.L.S.

(i.e. Developer, Civil Engineer, Architect; if different than owner)

MAILING ADDRESS: 352 East Riverside Drive, Suite A-2, St. George, Utah 84790

PHONE: 435-673-8586 CELL: _____ FAX: 435-673-8397

EMAIL ADDRESS(ES): robr@racivil.com

A general description of the property location is as follows: (Give approx. street address, general location etc., and attach a vicinity map or property plat showing the subject property and the surrounding areas.) Include a **colored** site plan and **colored** landscape plan, and **colored** elevation drawings (all four sides) suitable for presentations in public meetings. The proposed development is located between Riverside Drive and the Virgin River and runs from 2200 East to 2450 East (approximately 501 South 2200 East).

The Zone Change becomes effective on the hearing date if approved by the City Council. A PD (Planned Development Zone) is approved for a period of 18 months only unless building permits have been issued and the project commenced prior to 18 months from the above hearing date.

OFFICE STAFF USE ONLY

CASE #: 20__-ZC-__ FILING DATE: _____ RECEIVED BY: _____ RECEIPT #: _____

*FEE: \$500 (Filing fee and 1st acre) + \$50.00 per ac for 2-100 ac and \$25 per ac 101-500 and \$10.00 per ac 501-plus

III. SUBMISSION CHECKLIST FOR PD (PLANNED DEVELOPMENT) ZONE

(A COMPLETE ZONE CHANGE APPLICATION MUST BE SUBMITTED A MINIMUM OF 3 WEEKS PRIOR TO THE NEXT REGULARLY SCHEDULED PLANNING COMMISSION MEETING)

Development/Project Name Grayhawk Apartments at Rivers Edge

(Project name must be previously approved by the Washington County Recorder & City Planning Department)

Developer/Property Owner Grayhawk Apartments at Rivers Edge, LLC Phone No. 801-727-9500

Contact Person/Representative Robert Reid, P.E., P.L.S. Phone No. 435-673-8586

Licensed Surveyor Brandon E. Anderson, P.L.S. Phone No. 435-673-8586

PD ZONE CHANGE PROCEDURE

Step #1 **Meet with Planning Staff Review (PSR) – Meets every Tuesday at 8:30 a.m. Call Community Development at 627-4206 to be scheduled for this meeting.**

Note: Call at least one day in advance to schedule.

Step #2 **Legal Description & Submission Documents**

Submit the following legal description documents:

1. **Bearings must be rotated to HCN;**
2. Legal description prepared on 8-1/2" x 11" sheet and signed by a licensed Surveyor;
3. Minimum size 8-1/2" x 11" copy of Survey Boundary;
4. Legal description and Surveyed Site Plan (Record of Survey) drawing in DWG Format on CD for GIS Department;
5. 24"x36" Surveyed Site Plan (Record of Survey) drawing sheet(s) for meeting exhibit

Document Submission Checklist

- ☐ This Zone Change application form completed and signed;
- ☐ Appropriate Filing Fee **Filing Fee:** \$500 (filing fee and 1st acre) + \$50.00 per acre for 2-100 acre **and \$25 per acre 101-500 and \$10.00 per acre 501-plus**
- ☐ County ownership plat with boundary of zone change outlined;
- ☐ List of property owners within 500' and **two sets** of mailing labels;
- ☐ **Colored** Site Plan & Landscape Plan – minimum size 24" x 36";
- ☐ Building elevation(s) – **Colored** renderings, all four building sides;
- ☐ **Board mounted** materials and color samples (i.e. roof tile samples, stucco samples, stone samples, and paint color swatches, etc.);
- ☐ For buildings over 35' ft in height also provide a **colored photo simulation**;
- ☐ 8-1/2" x 11" reduction of the site plan, landscape plan, and building elevations;
- ☐ Written text (as outlined in Zoning Ordinance Chapter 8, Section 10-8-4);
- ☐ CD with the above images in JPEG, BMP or TIFF format and the written text in PDF format

MEMORANDUM

Date: February 16, 2015
To: Ben Blacker, Bach Homes
From: Ryan Hales, PE, PTOE, AICP
Subject: **St. George – Greyhawk Apartments Parking Study**

UT14-659

This memorandum discusses the parking study completed for Bach Homes in consideration for their parking demands at the Greyhawk Apartment project located in St. George, Utah. The proposed Greyhawk project will have 250 apartments. Using the St. George City code parking rates for multiple-family dwelling units, this project would require 583 parking spaces, or 2.33 spaces per unit (2.00 spaces per unit for occupants and 0.33 per unit for guests) according to the *St. George City Code*, Title 10, Chapter 19: Off Street Parking Requirements.

It has been our experience that parking demands in the St. George are typically lower than the City requirements. The following paragraphs identify our recent parking counts within St. George City limits.

Multi-family Parking Demand Rates (St. George, Utah)

In an effort to identify an existing / acceptable parking demand rate at similar projects, Hales Engineering studied three projects within St. George to better understand the parking supply and demand at these locations and to draw conclusions about the parking at the proposed Greyhawk project. Data was collected at study locations in St. George on Wednesday, February 11, 2015, just prior to Presidents Day weekend and the start of the St. George Home Show. The data collection times were all between 12:00 am and 4:00 am, as this is the time when the majority of tenets are home for the night and parking demand is at its greatest according to the Institute of Transportation Engineers (ITE), *Parking Generation*, 4th Edition, 2010.

Data Collection / Study Locations

Canyon Point Apartments

The Canyon Point Apartments are located at 1737 West 360 North in St. George, Utah and consist of 40 two-bedroom units, 44 three-bedroom units, and 12 four bedroom units for a total of 98 units (see Figure 1). During our data collection, it was observed that 144 parking stalls were occupied, 41 were empty, and there were no garages within this project, for a parking supply of 185 spaces.

The following conclusions can be made:

1. Supply (striped parking stalls or carports on-site) = 1.93 stalls / unit
2. Demand (total parked vehicles on-site and off-site) = 1.58 stalls / occupied unit
3. no stalls were covered on site = 0 covered stalls



Figure 1: Canyon Point Apartments – St. George, Utah

Oasis Palms Apartments

The Oasis Palms apartments are located at 260 North Dixie Drive, St. George, Utah and consist of 24 one-bedroom units, 86 two-bedroom units, and 36 three-bedroom units for a total of 146 units (see Figure 2). During our data collection, it was observed that 201 parking stalls were occupied, 109 were empty, and there were 38 garages within this project, for a parking supply of 348 spaces. Within the 38 garages, it was assumed that 38 were being used for vehicles, to remain conservative.

The following conclusions can be made:

1. Supply (striped parking stalls or carports on-site) = 2.38 stalls / unit
2. Demand (total parked vehicles on-site and off-site) = 1.70 stalls / occupied unit
3. 108 stalls were covered plus 38 garages = 42% covered stalls



Figure 2: Oasis Palms Apartments – St. George, Utah

The Falls at Mesa Point Apartments

The Falls at Mesa Point apartments are located at 368 South Mall Drive, St. George, Utah and consist of 60 one-bedroom units, 84 two-bedroom units, 50 three-bedroom units, and 4 four-bedroom units, for a total of 198 units (see Figure 3). During our data collection, it was observed that 314 parking stalls were occupied, 62 were empty, 48 garages existed on site, and there were 14 cars parked on the street.

The following conclusions can be made:

1. Supply (striped parking stalls or carports on-site) = 2.14 stalls / unit
2. Demand (total parked vehicles on-site and off-site) = 1.90 stalls / occupied unit
3. 200 stalls were covered plus 48 garages = 66% covered stalls



Figure 3: The Falls at Mesa Point Apartments – St. George, Utah

Data Collection Summary

Within the Oasis Palms and The Falls at Mesa Point apartment projects, each had closed garages that could not be counted. In order to provide a conservative estimate it was assumed that every garage space was being used for a vehicle. The following demand at the various apartment complexes was calculated:

Canyon Point =	1.58
Oasis Palms =	1.70
The Falls at Mesa Point =	<u>1.90</u>
1.73 Average parking demand / occupied unit	

Multi-family Residential Units

As previously identified, three studies in St. George, demonstrated an average parking demand of 1.73 stalls per occupied unit. It is our professional opinion that parking could be reduced to a range between 1.73 – 1.90 spaces per unit, a range between the average St. George rate and the highest counted demand rate per occupied unit.

The *St. George City Code*, Title 10, Chapter 19: Off Street Parking Requirements allows for a reduction to 1.5 stalls per unit for occupants, plus 0.33 stalls per unit for guests, providing 1.83 stalls per unit. This would fall within the range identified by this study at three existing apartment complexes.

Conclusions/Recommendations

Hales Engineering makes the following conclusions/recommendations based on our data collection efforts for existing apartment complexes within St. George City:

1. The base St. George parking ordinance would require 583 parking spaces on-site, or 2.33 spaces per dwelling unit.
2. Hales Engineering recommends reductions to the multi-family residential parking requirement consistent with, and above the average multi-family parking demand measured at three locations within the St. George City (1.73 stalls per unit), our recommended rate would be between 1.73 and 1.90 stalls per unit.
3. The St. George City Code will allow a reduction to 1.83 stalls per unit which falls within the range identified through our parking study, and is consistent with the desire to lower the parking rates at the proposed Greyhawk Apartment project. If a rate of 1.83 stalls per unit were used for the project, it would require 458 parking stalls.

If you have any questions regarding this memo, please feel free to contact us.

City of St Geo.

We are unalterably
opposed to the proposed
high density housing in our
neighborhood!

Ross Filkner
2488 2390 E

and neighbors and
families

R & M FILKNER
2488 2390 E
ST. GEORGE UT 84790

SALT LAKE CITY UT 840

14 MAR 2015 PM 11



CITY OF ST. GEORGE
175 EAST 200 NORTH
ST. GEORGE, UT.
84770

ATTENTION: PLANNING + ECONOMIC



Request For Council Action

Date Submitted 2015-03-09 08:53:58

Applicant Skyler Lawrence & Rosenberg Associates

Quick Title Public Hearing/Ordinance - Public Street

Subject Consider a request to vacate a portion of a Platted Roadway located at approximately 1100 South between 2580 East St. and 2780 East St.

Discussion This Platted Roadway originates south of Block 2, of the Joseph Sander^Æ™s Entry and is a 16.50 foot wide strip of land. This request to vacate this roadway is in conjunction with the submitted Preliminary Plat for ^ÆCo The Reserve at River Hollow^Æ that was approved by Planning Commission on January 27, 2015 and City Council on February 5, 2015. In order for the Final Plat to move forward in the process the applicant, Skyler Lawrence, is requesting that this Platted Roadway be vacated to clear title.

Cost \$0.00

City Manager Recommendation Request to vacate a platted road that the City inherited when annexation from the County took place many years ago.

Action Taken

Requested by Todd Jacobsen

File Attachments [Cox Road Vacation.pdf](#)

Approved by Legal Department?

Approved in Budget? **Amount:**

Additional Comments There are other roads being dedicated with the Final Plat that will give the necessary traffic flow in the area.

Attachments [Cox Road Vacation.pdf](#)

RECORD OF SURVEY
of
THE COX FAMILY

THE COX FAMILY

1
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L
L

NARRATIVE:

As before, the two main questions are: (1) How can we make the best use of the information available to us? (2) How can we make the best use of the information available to us? The answer to the first question is: by using the information available to us in the most effective way possible. The answer to the second question is: by using the information available to us in the most effective way possible.

QUALIFIED CERTIFICATE

[illegible]

PLUMB Inc

Mathematics 2022, 10, 113

SURVEY DESCRIPTION:

1. *Thymus* species, which possess a high content of essential oils, are the most valuable for the preparation of perfumes. The most widely used are *Thymus serpyllifolius* L., *Thymus* *sp.* and *Thymus* *sp.* The essential oils of these species are used in the preparation of perfumes, as well as in the preparation of medicinal preparations.

[illegible][illegible][illegible]

NOTE: The authors are grateful to a group of fellow economists at the University of California, San Diego, for their helpful comments on earlier drafts of this paper. The authors are also grateful to the referees for their helpful comments. The authors are also grateful to the National Science Foundation for its support of this research. The authors are also grateful to the National Science Foundation for its support of this research.

and the fact that the β -phase is the only one that is stable at room temperature. The β -phase is the only one that is stable at room temperature. The β -phase is the only one that is stable at room temperature.

$\frac{d}{dt} \left(\frac{\partial L}{\partial \dot{x}} \right) = \frac{\partial L}{\partial x}$

1. The first of these is the fact that the majority of the population of the United States is now living in urban areas. This is a result of the process of urbanization, which has been going on since the beginning of the 20th century. The process of urbanization is the movement of people from rural areas to urban areas. This is a result of the fact that urban areas offer more opportunities for employment and education. The process of urbanization has led to the growth of large cities and the decline of small towns. This has led to the concentration of the population in a few large urban areas. This is a result of the fact that urban areas offer more opportunities for employment and education. The process of urbanization has led to the growth of large cities and the decline of small towns. This has led to the concentration of the population in a few large urban areas.

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• *Book of the Dead* by E. V. Rieu, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603,

1. *Вопросы организации и методики преподавания физики в средней школе*. М.: Учпедгиз, 1957. 150 с.
 2. *Методика преподавания физики в средней школе*. М.: Учпедгиз, 1957. 150 с.
 3. *Методика преподавания физики в средней школе*. М.: Учпедгиз, 1957. 150 с.
 4. *Методика преподавания физики в средней школе*. М.: Учпедгиз, 1957. 150 с.
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 10. *Методика преподавания физики в средней школе*. М.: Учпедгиз, 1957. 150 с.

$\frac{d}{dt} \left(\frac{\partial L}{\partial v_i} - p_i \right) = 0$, where p_i are constants.

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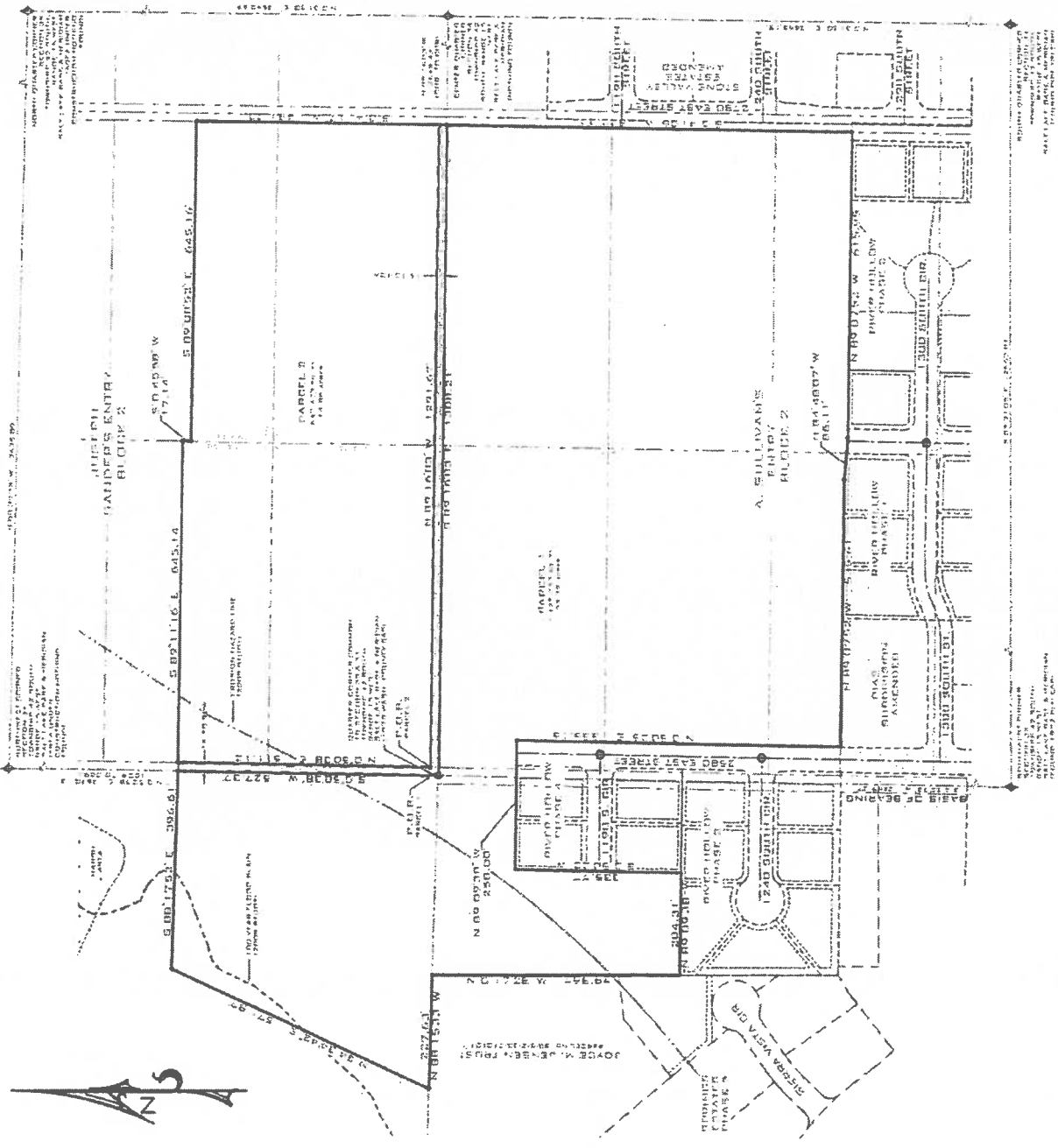
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4. Additional data collected from the 1990 census are
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When Recorded Return To:
City of St. George
City Recorder's Office
175 East 200 North
St. George, UT 84770

ORDINANCE NO. _____

Tax ID: SG-5-2-34-4320 ~~SG -5-2-34-3400~~ ~~SG -5-2-34-4330~~

VACATING A PORTION OF A PLATTED PUBLIC STREET OR RIGHT-OF-WAY

WHEREAS, a petition was received by this Council requesting that a portion of an existing Platted Public Street or right-of-way belonging to the City of St. George, located at 1100 South between 2580 East St. and 2780 East St., and its proximity, more particularly described in Exhibit A, be abandoned; and

WHEREAS, it appears that it will not be detrimental to the general public interest, and that there is good cause for vacating a portion of the existing Platted Public Street or right-of-way;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. George:

The portion of the Platted Public Street or right-of-way, described in 'Exhibit A' attached hereto, hereby is vacated.

APPROVED AND ADOPTED by the City Council of the City of St. George, this _____ day of _____, 20____.

CITY OF ST. GEORGE

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

APPROVED AS TO FORM:



Victoria H. Hales, Assistant City Attorney

Exhibit A

Roadway Abandonment Description

A parcel of land being a portion of the 16.5' Right-of-Way on the West and all of the 16.5' Right-of-Way on the South of Block 2, of the Joseph Sander's Entry.

More particularly described as follows:

Beginning at the Southwest Corner of Section 34, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

thence North 00°50'38" East 527.37 feet along the section line;

thence North 89°52'42" East 16.50 feet to the westerly line of Block 2, Joseph Sander's Entry;

thence South 00°50'38" West 511.12 feet along said westerly line to the Southwest Corner of said Block 2, Joseph Sander's Entry;

thence South 89°16'03" East 1,291.67 feet along the southerly line to the Southeast Corner of said Block 2, Joseph Sander's Entry;

thence South 00°41'17" West 16.50 feet to the Northeast Corner of Lot 2, A. Sullivan's Entry, said point being the section line;

thence North 89°16'03" West 1,308.21 feet along said northerly line of said Lot 2, A. Sullivan's Entry, said point being the section line to the Point of Beginning.

Containing 30,015 square feet or 0.79 acres.

Request For Council Action

Date Submitted 2015-03-09 09:16:09

Applicant Jason Pollock & Rosenberg Associates

Quick Title Public Hearing/Ordinance - Easement Vacation

Subject Consider the request to vacate a public utility and drainage easement at the side of Lot 9 & a Portion of Lot 10 of the St. George Industrial Park (545, 547, & 549 North 1300 East Street).

Discussion The purpose of this easement vacation is to allow these two lots to be merged into one lot so a building can be built towards the rear of both lots.

Cost \$0.00

City Manager Recommendation Appears to make sense and staff recommends approval.

Action Taken

Requested by Todd Jacobsen

File Attachments [Lot 9 & 10 St George Industrial Park.pdf](#)

Approved by Legal Department?

Approved in Budget? **Amount:**

Additional Comments The proposed building is designed to span the length of these two Lots and currently would cross the Lot Line and easement area which is against City and Fire code. This request for approval, if approved, will allow the proposed building to be built without violating any City or Fire Code for Lot Line or Easement issues.

Attachments [Lot 9 & 10 St George Industrial Park.pdf](#)

HOWARD G. SCHILL, RACIALIST, SAVILE HALL, AND MEMORIAL
TO MARTIN LUTHER KING, JR., 1961

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Journal of Management Education 35(1)

NARRATIVE

FROM THE EDITOR: THE EDITORIAL BOARD

Received 17 June 1997; accepted 17 July 1997

The authors are indebted to Dr. J. H. Duerksen for his critical review of the manuscript.

AMONG THE PEOPLE OF THE UNITED STATES

© 1999 John Wiley & Sons, Ltd. *J. Polym. Sci. Part A: Polym. Chem.* 37: 1055–1064, 1999

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continued by the Department of Health and Human Services, 4810 Reservoir Road, Bethesda, MD 20814.

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此の文は、一書に「上巻」ありて、その下「下巻」とある。其の二

DE SOLLA, B. 1993. *INSECTA*. P. 411-412.

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When Recorded Return To:
City of St. George
City Recorder's Office
175 East 200 North
St. George, UT 84770

ORDINANCE NO. _____

Tax ID: SG-IND-P-9 and SG-IND-P-10

VACATING A PORTION OF A PUBLIC UTILITIES AND DRAINAGE EASEMENT

WHEREAS, a petition was received by this Council requesting that a portion of an existing Public Utilities and Drainage Easement belonging to the City of St. George, as shown on the official Plat recorded in the Washington County Recorder's Office as Doc. #157302, located between Lots 9 & 10 of 'City of St. George Industrial Park,' more particularly described in Exhibit A, be vacated; and

WHEREAS, the owner of the property traversed by the easement, as well as the City, have consented to this vacation; and

WHEREAS, it appears that it will not be detrimental to the general public interest, and that there is good cause for vacating the existing Public Utilities and Drainage Easement;

NOW, THEREFORE, BE IT RESOLVED by the City of St. George City Council:

A portion of the Public Utility and Drainage Easement, as described in 'Exhibit A' attached hereto, hereby is vacated.

APPROVED AND ADOPTED by the City Council of the City of St. George, this _____ day of _____, 20____.

CITY OF ST. GEORGE

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

APPROVED AS TO FORM:



Victoria H. Hales, Assistant City Attorney

EXHIBIT "A"

DESCRIPTION OF EASEMENT TO BE VACATED

A portion of a 15 foot wide Drainage and Utilities Easement created with the CITY OF ST. GEORGE INDUSTRIAL PARK, according to the Official Plat thereof, filed under Entry No. 157302, Washington County Records. Said portion being more particularly described as follows:

Commencing at the Southeast Corner of said Lot 10, CITY OF ST. GEORGE INDUSTRIAL PARK, according to the Official Plat thereof, filed under Entry No. 157302, Washington County Records; thence North $89^{\circ}51'16''$ West 159.18 feet along the South line of said Lot 10 to the Southeast corner of the West 160.80 feet of said Lot 10; thence North $00^{\circ}08'44''$ East 129.00 feet to a point on the South line of said existing easement and the Point of Beginning.

Thence North $89^{\circ}51'16''$ West 153.30 feet along the South line of said easement; thence North $00^{\circ}08'44''$ East 15.00 feet along a line that is parallel to and 7.5 feet Easterly of the West line of Lots 9 and 10; thence South $89^{\circ}51'16''$ East 153.30 feet along the North line of said easement; thence South $00^{\circ}08'44''$ West 15.00 feet to the Point of Beginning.

SURVEYORS' JOURNAL

to maintain its 100-year anniversary and therefore, 1994-1995, held a Lecture in Architecture and the 20th Century, 20th Century Architecture and Landscapes, including a set and have completed a variety of the property described below in accordance with Section 1.3.2b and hereby certify all measurements and drawings are correct. Measurements will be to represent on this plot.

NARRATIVE:

This survey was conducted at the request of the district legislator, a period integral to the economic growth in the St. George Industrial Park. The secondary sections were established in conjunction with this survey.

Lineas No. 770-415-2100

PART I: DESCRIPTIONS (PRE-PART I, MIKOR)

PARAM. 4:

.....

The West Coast and the Low Key Off Road Circuit is a beautiful, scenic, and spectacular drive. It is a must-do for anyone who loves driving.

[illegible]

PART I. DISCIPLINARIOS - PART II. MERCURE

over the last century, and for the future of the profession of engineering, many of which have been being lost. I particularly draw on the following:

333 1/2 miles. Henry Rd. (104) to Highway 1 (100) Roadside, where Road 107 (106) W. at 1.75 miles along the 100th line to 101st St. to the
roadside center of the W. at 100th line to and last 10 and the Point of Beginning.

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

14. 1990年12月，中共中央、国务院作出《关于实行“双规”的意见》，规定对严重违纪违法的干部实行“双规”，即“在规定的时间内、规定的地点”交待问题。

Containing 75,000 Square Feet or 2.711 Acres.

PORTION OF EXISTING 15 FOOT DRAINAGE & UTILITY EASEMENT

A problem of a 15-foot-tall Eucalyptus and Indian figs were removed with the CITY OF ST. FRANCIS DE SALES TRAIL PARK, according to the City of St. Francis de Sales.

Copyright © by National Cancer Institute. All rights reserved. For more information, contact the National Cancer Institute, Division of Cancer Prevention and Control, 615 North Executive Boulevard, Room 3036, North Bethesda, MD 20852. Telephone: 1-800-4-A-CANCER. Fax: 301-596-6000. E-mail: publications@nci.nih.gov. Web site: www.nationalcancer.org.

Business Manager, 1911-1912; 1912-1913; 1913-1914; 1914-1915; 1915-1916; 1916-1917; 1917-1918; 1918-1919; 1919-1920; 1920-1921; 1921-1922; 1922-1923; 1923-1924; 1924-1925; 1925-1926; 1926-1927; 1927-1928; 1928-1929; 1929-1930; 1930-1931; 1931-1932; 1932-1933; 1933-1934; 1934-1935; 1935-1936; 1936-1937; 1937-1938; 1938-1939; 1939-1940; 1940-1941; 1941-1942; 1942-1943; 1943-1944; 1944-1945; 1945-1946; 1946-1947; 1947-1948; 1948-1949; 1949-1950; 1950-1951; 1951-1952; 1952-1953; 1953-1954; 1954-1955; 1955-1956; 1956-1957; 1957-1958; 1958-1959; 1959-1960; 1960-1961; 1961-1962; 1962-1963; 1963-1964; 1964-1965; 1965-1966; 1966-1967; 1967-1968; 1968-1969; 1969-1970; 1970-1971; 1971-1972; 1972-1973; 1973-1974; 1974-1975; 1975-1976; 1976-1977; 1977-1978; 1978-1979; 1979-1980; 1980-1981; 1981-1982; 1982-1983; 1983-1984; 1984-1985; 1985-1986; 1986-1987; 1987-1988; 1988-1989; 1989-1990; 1990-1991; 1991-1992; 1992-1993; 1993-1994; 1994-1995; 1995-1996; 1996-1997; 1997-1998; 1998-1999; 1999-2000; 2000-2001; 2001-2002; 2002-2003; 2003-2004; 2004-2005; 2005-2006; 2006-2007; 2007-2008; 2008-2009; 2009-2010; 2010-2011; 2011-2012; 2012-2013; 2013-2014; 2014-2015; 2015-2016; 2016-2017; 2017-2018; 2018-2019; 2019-2020; 2020-2021; 2021-2022; 2022-2023; 2023-2024; 2024-2025; 2025-2026; 2026-2027; 2027-2028; 2028-2029; 2029-2030; 2030-2031; 2031-2032; 2032-2033; 2033-2034; 2034-2035; 2035-2036; 2036-2037; 2037-2038; 2038-2039; 2039-2040; 2040-2041; 2041-2042; 2042-2043; 2043-2044; 2044-2045; 2045-2046; 2046-2047; 2047-2048; 2048-2049; 2049-2050; 2050-2051; 2051-2052; 2052-2053; 2053-2054; 2054-2055; 2055-2056; 2056-2057; 2057-2058; 2058-2059; 2059-2060; 2060-2061; 2061-2062; 2062-2063; 2063-2064; 2064-2065; 2065-2066; 2066-2067; 2067-2068; 2068-2069; 2069-2070; 2070-2071; 2071-2072; 2072-2073; 2073-2074; 2074-2075; 2075-2076; 2076-2077; 2077-2078; 2078-2079; 2079-2080; 2080-2081; 2081-2082; 2082-2083; 2083-2084; 2084-2085; 2085-2086; 2086-2087; 2087-2088; 2088-2089; 2089-2090; 2090-2091; 2091-2092; 2092-2093; 2093-2094; 2094-2095; 2095-2096; 2096-2097; 2097-2098; 2098-2099; 2099-2100; 2100-2101; 2101-2102; 2102-2103; 2103-2104; 2104-2105; 2105-2106; 2106-2107; 2107-2108; 2108-2109; 2109-2110; 2110-2111; 2111-2112; 2112-2113; 2113-2114; 2114-2115; 2115-2116; 2116-2117; 2117-2118; 2118-2119; 2119-2120; 2120-2121; 2121-2122; 2122-2123; 2123-2124; 2124-2125; 2125-2126; 2126-2127; 2127-2128; 2128-2129; 2129-2130; 2130-2131; 2131-2132; 2132-2133; 2133-2134; 2134-2135; 2135-2136; 2136-2137; 2137-2138; 2138-2139; 2139-2140; 2140-2141; 2141-2142; 2142-2143; 2143-2144; 2144-2145; 2145-2146; 2146-2147; 2147-2148; 2148-2149; 2149-2150; 2150-2151; 2151-2152; 2152-2153; 2153-2154; 2154-2155; 2155-2156; 2156-2157; 2157-2158; 2158-2159; 2159-2160; 2160-2161; 2161-2162; 2162-2163; 2163-2164; 2164-2165; 2165-2166; 2166-2167; 2167-2168; 2168-2169; 2169-2170; 2170-2171; 2171-2172; 2172-2173; 2173-2174; 2174-2175; 2175-2176; 2176-2177; 2177-2178; 2178-2179; 2179-2180; 2180-2181; 2181-2182; 2182-2183; 2183-2184; 2184-2185; 2185-2186; 2186-2187; 2187-2188; 2188-2189; 2189-2190; 2190-2191; 2191-2192; 2192-2193; 2193-2194; 2194-2195; 2195-2196; 2196-2197; 2197-2198; 2198-2199; 2199-2200; 2200-2201; 2201-2202; 2202-2203; 2203-2204; 2204-2205; 2205-2206; 2206-2207; 2207-2208; 2208-2209; 2209-2210; 2210-2211; 2211-2212; 2212-2213; 2213-2214; 2214-2215; 2215-2216; 2216-2217; 2217-2218; 2218-2219; 2219-2220; 2220-2221; 2221-2222; 2222-2223; 2223-2224; 2224-2225; 2225-2226; 2226-2227; 2227-2228; 2228-2229; 2229-2230; 2230-2231; 2231-2232; 2232-2233; 2233-2234; 2234-2235; 2235-2236; 2236-2237; 2237-2238; 2238-2239; 2239-2240; 2240-2241; 2241-2242; 2242-2243; 2243-2244; 2244-2245; 2245-2246; 2246-2247; 2247-2248; 2248-2249; 2249-2250; 2250-2251; 2251-2252; 2252-2253; 2253-2254; 2254-2255; 2255-2256; 2256-2257; 2257-2258; 2258-2259; 2259-2260; 2260-2261; 2261-2262; 2262-2263; 2263-2264; 2264-2265; 2265-2266; 2266-2267; 2267-2268; 2268-2269; 2269-2270; 2270-2271; 2271-2272; 2272-2273; 2273-2274; 2274-2275; 2275-2276; 2276-2277; 2277-2278; 2278-2279; 2279-2280; 2280-2281; 2281-2282; 2282-2283

Author: Joseph W. H. Lee, 1974, 2000. Reprinted by permission of the author. All rights reserved. This work is published by World Scientific Inc. in the Field of Engineering.

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Request For Council Action

Date Submitted 2015-03-11 09:26:01

Applicant Jay Sandberg

Quick Title Resolution - Warner Draw Supplemental Watershed Agr. #3

Subject Consider approval of a resolution for the Warner Draw Supplemental Watershed Work Plan Agreement #3 between the Washington County Flood Control Authority, St. George and Washington Canal Company, Bloomington Canal Company, St. George-Clara Field Canal Company, Bench Lake Irrigation Company, Dixie Conservation District, St. George City, Ivins City, Hurricane City, Washington County, Hurricane Canal Company and the United State Department of Agriculture - Natural Resources Conservation Service.

Discussion The original Work Plan became effective 12/19/69 and was subsequently updated 11/04/71 and 11/13/75. This update will turn Operations and Maintenance Responsibilities for the Stucki Debris Basin, Gypsum Wash Debris Basin, and Warner Draw Debris Basin over to the Washington County Flood Control Authority.

Cost \$0.00

City Manager Recommendation Part of the overall plan for the Washington County Flood Control. These detention basins were built many years ago to control the storm runoff in the Washington Fields area. They will be repaired and maintained by the flood authority with financial help from the NRCS.

Action Taken

Requested by Cameron Cutler

File Attachments [Warner Draw Watershet Agr. #3.pdf](#)

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

Attachments [Warner Draw Watershet Agr. #3.pdf](#)

RESOLUTION NO. _____

A RESOLUTION FOR A SUPPLEMENTAL WATERSHED WORK PLAN AGREEMENT #3, AN AGREEMENT BETWEEN THE WASHINGTON COUNTY FLOOD CONTROL AUTHORITY, ST. GEORGE AND WASHINGTON CANAL COMPANY; BLOOMINGTON CANAL COMPANY; ST. GEORGE-CLARA FIELD CANAL COMPANY; BENCH LAKE IRRIGATION COMPANY; DIXIE CONSERVATION DISTRICT; ST. GEORGE CITY; IVINS CITY; HURRICANE CITY; WASHINGTON COUNTY; HURRICAN CANAL COMPANY AND THE UNITED STATES DEPARTMENT OF AGRICULTURE - NATURAL RESOURCES CONSERVATION SERVICE

WHEREAS, the Watershed Work Plan Agreement for Warner Draw Watershed, State of Utah, executed by the Sponsoring Local Organizations named above and the Natural Resources Conservation Service became effective on the 19th day of December 1969; and

WHEREAS, Supplemental Watershed Work Plan Agreement Number #1, for Warner Draw Watershed , State of Utah , executed by the Sponsoring Local Organization named above and the Natural Resources Conservation Service, became effective on the 4th day of November 1971; and

WHEREAS, Supplemental Watershed Work Plan Agreement Number #2, for Warner Draw Watershed, State of Utah, executed by the Sponsoring Local Organization named above and the Natural Resources Conservation Service, became effective on the 13th day of November 1975; and

WHEREAS, in order to carry out the Watershed Work Plan for said watershed, it has become necessary to modify said Watershed Work Plan Agreement as supplemented.

NOW, THEREFORE, BE IT RESOLVED by the City of St. George City Council:

The Watershed Work Plan Agreement #3, a copy of which is attached hereto as Exhibit "A" is hereby approved and adopted.

This resolution shall become effective immediately.

PASSED AND ADOPTED by the City Council of the City of St. George, this ____ day of March, 2015. _____ March, 2015.

CITY OF ST. GEORGE

ATTEST:

Jonathan T. Pike, Mayor

Christina Fernandez, City Recorder

Exhibit "A"
WARNER DRAW
SUPPLEMENTAL WATERSHED WORK PLAN AGREEMENT #3

between the

Washington County Flood Control Authority

St. George and Washington Canal Company

Bloomington Canal Company

St. George-Clara Field Canal Company

Bench Lake Irrigation Company

Dixie Conservation District

St. George City

Ivins City (formerly known as Ivins Town)

Hurricane City

Washington County

Hurricane Canal Company

(hereinafter referred to as the Sponsoring Local Organization)

and the

United States Department of Agriculture – Natural Resources Conservation Service

(hereinafter referred to as the Service)

Whereas, the Watershed Work Plan Agreement for Warner Draw Watershed , State of Utah , executed by the Sponsoring Local Organization named therein and the Service became effective on the 19th day of December 1969; and

Whereas, Supplemental Watershed Work Plan Agreement Number 1 for Warner Draw Watershed , State of Utah , executed by the Sponsoring Local Organization named herein and the Service, became effective on the 4th day of November 1971; and

Whereas, Supplemental Watershed Work Plan Agreement Number 2 for Warner Draw Watershed , State of Utah , executed by the Sponsoring Local Organization named herein and the Service, became effective on the 13th day of November 1975; and

Whereas , in order to carry out the Watershed Work Plan for said watershed, it has become necessary to modify said Watershed Work Plan Agreement as supplemented; and

Now, therefore, the Sponsoring Local Organization and the Service hereby agree upon the following modifications of and additions to the Sponsoring Local Organization of said watershed work plan and watershed work plan agreement as supplemented:

1. The entities listed below are deleted as members of the Sponsoring Local Organization for the Warner Draw Watershed Work Plan and Watershed Work Plan Agreement:
 - a. Washington County
 - b. Bloomington Canal Company (company dissolved)
 - c. St. George-Clara Field Canal Company (company dissolved)
 - d. Bench Lake Irrigation Company (company dissolved)
2. The entities listed below are added as members of the Sponsoring Local Organization for the Warner Draw Watershed Work Plan and Watershed Work Plan Agreement:
 - a. Washington County Flood Control Authority (WCFCFA)
 - b. Hurricane City
3. All of the entities listed below shall have full rights and representation as members of the Sponsoring Local Organization for the Warner Draw Watershed Work Plan and Watershed Work Plan Agreement:
 - a. Dixie Conservation District
 - b. St. George City
 - c. Ivins City (formerly known as Ivins Town)
 - d. Hurricane Canal Company
 - e. Washington County Flood Control Authority (WCFCFA)
 - f. Hurricane City

The Sponsoring Local Organization and the Service hereby agree upon the following modifications of and additions to the terms, conditions, and stipulations of said Watershed Work Plan as supplemented:

- a. The Sugarloaf debris basin and diversion are deleted because land rights and environmental compliance elements could not be carried out for the planned site area. This results in a remaining potential damage from a 100 year storm to residential and business property as well as roads and bridges in the city of St. George. These damages were quantified in the original watershed plan. Since the plan was originally written, a much greater area has been developed.
- b. The Red Hills Diversion is deleted. It was designed to channel the 100 year storm flow of 432 cubic feet per second (cfs) into the City Creek channel. Due to commercial and residential development, the maximum flow that the City Creek Channel below the golf course will take without flooding is 130 cfs. This drainage is also limited by culverts within the golf course that will only carry 22 cfs and the golf course pond spillway which will carry 159 cfs. Estimated storm flows from a 100 year storm in the City Creek drainage are 860 cfs (uncontrolled drainage, 825 cfs and city Creek debris basin, 35 cfs).

- c. The Golf course and Golf Course North debris basins are deleted. A road has been built across the site of the Golf Course North debris basin. This road may serve as a debris basin for smaller storms but was not designed according to NRCS standards and therefore is not considered as a deterrent to flooding.
- d. Construction of the Golf Course and Golf Course North debris basins according to the plan would only decrease the flow by 192 cfs leaving a flow much larger than the city Creek Channel will carry in its present state.
- e. The original-preliminary location for the Ivins debris basin has been deleted. An on-site investigation of that original location showed the site was not suitable and additional diversions and a concrete disposal pipeline performed the functions of the debris basin.
Note: Six separate basins were constructed for Ivins City flood prevention benefits.
- f. The Blue Bowl debris basin and the St. George-Clara Fields irrigation system improvement are deleted. This deletion was requested by the St. George-Clara Fields Canal Company. The section of the canal planned for improvement is no longer in existence. The debris basin would have protected this canal.
- g. The wells and irrigation system improvements planned for the Bloomington Canal Company are deleted. The area has been turned into housing developments and horse pastures.
- h. Failure to construct the wells and irrigation system improvements reduced the net returns to cropland during the period it remained in cropland.
- i. The Washington Fields drainage system is deleted due to increasing costs and adverse environmental effects. Failure to construct the drainage system resulted in a reduction in net returns to cropland.
- j. The works of improvement planned to be built by the St. George and Washington Canal Company, the Bench Lake Irrigation Company, the St. George-Clara Field Canal Company and the Bloomington Canal Company have been deleted by this supplement as these entities are deleted from the Sponsoring Local Organization.
- k. The Washington County Flood Control Authority shall assume Operation and Maintenance responsibilities for the following Flood Prevention Structural Measures:
 - i. Stucki Debris Basin
 - ii. Gypsum Wash Debris Basin
 - iii. Warner Draw Debris Basin
- l. For flood prevention structural measure upgrades proposed through authority of the Watershed Rehabilitation Program, as amended by Section 313 of Public Law 106-472, the Sponsoring Local Organization agree that only the entity of the Sponsoring Local Organization responsible for carrying out operation and maintenance activities for said

watershed work plan supplements and any associated agreements with the Service for that specific rehabilitation work. Therefore, the following entities of the Local Sponsoring Organization would be the only required signatory for watershed work plan supplements and associated agreements with Service for the flood prevention structural measures as outlined below:

- i. WCFCFA for Stucki Debris Basin
- ii. WCFCFA for Gypsum Wash Debris Basin
- iii. WCFCFA for Warner Draw Debris Basin
- iv. Ivins City for Ivins Dams 1-6
- v. St. George City for City Creek Debris Basin
- vi. Hurricane City for Frog Hollow Debris Basin


The Sponsoring Local Organization and the Service further agree to all other terms, conditions and stipulations of said Watershed Work Plan Agreement not modified herein.

Now, therefore, in view of the foregoing considerations, the Secretary of Agriculture, through NRCS, and the Sponsoring Local Organization hereby agree on this Supplemental Watershed Plan Agreement #3

Signatures

| | |
|---|-----------------|
| Sponsoring Local Organization: Dixie Conservation District | |
| By: <u>Utah Bowler</u> | |
| Title: Chair | |
| Date: <u>7/22/2014</u> | |
| Address: 335 West Center Street, Veyo, UT. | Zip Code: 84782 |
| The signing of this plan was authorized by a resolution of the governing body of the <u>Dixie Conservation District</u> adopted at a meeting held on <u>July 22, 2014</u> . | |
| <u>Kristy Bowler</u> Address <u>335 West Center Street, Veyo, UT.</u> Zip Code <u>84782</u> | |
| Secretary [or other Title] | |
| Date: <u>7/22/2014</u> | |

| | |
|---|-----------------|
| Sponsoring Local Organization: St. George City | |
| By: _____ | |
| Title: Mayor | |
| Date: _____ | |
| Address: 175 E. 200 N. St. George, UT. | Zip Code: 84770 |
| The signing of this plan was authorized by a resolution of the governing body of the <u>St. George City</u> adopted at a meeting held on _____. | |
| Address <u>175 E. 200 N. St. George, UT.</u> Zip Code <u>84770</u> | |
| Secretary [or other Title] _____ | |
| Date: _____ | |

| | |
|---|--|
| Sponsoring Local Organization: Ivins City | |
| By: <u>Chris Hart</u> |  |
| Title: Mayor | |
| Date: <u>05/15/2014</u> | |
| Address: 55 N. Main St., Ivins, UT. | Zip Code: 84738 |
| The signing of this plan was authorized by a resolution of the governing body of the <u>Ivins City</u> adopted at a meeting held on <u>05/15/2014</u> . | |
| <u>Kari Simons, City Recorder</u> | Address <u>55 N. Main St., Ivins, UT.</u> Zip Code <u>84738</u> |
| Secretary [or other Title] _____ | |
| Date: <u>05/15/2014</u> | |

Sponsoring Local Organization: St. George and Washington Canal Company

By:

Title: President

Date:

Address: 533 Waterworks Drive, St George, UT.

Zip Code: 84770

The signing of this plan was authorized by a resolution of the governing body of the St. George and Washington Canal Company adopted at a meeting held on _____.

Address 533 Waterworks Drive, St George, UT. Zip Code 84770

Secretary [or other Title]

Date: _____

Sponsoring Local Organization: Hurricane Canal Company

By:

Title: President

Date:

Address: 42 S. 850 W., Hurricane, UT.

Zip Code: 84737

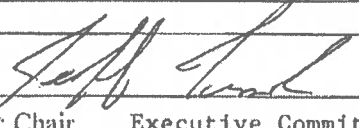
The signing of this plan was authorized by a resolution of the governing body of the Hurricane Canal Company adopted at a meeting held on _____.

Address 42 S. 850 W., Hurricane, UT. Zip Code 84737

Secretary [or other Title]

Date: _____

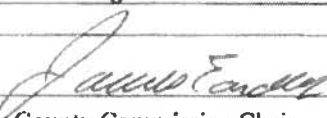
← Please
Sign

| | |
|--|-----------------|
| Sponsoring Local Organization: Washington County Flood Control Authority | |
| By:  | |
| Title: Chair Executive Committee Chairman | |
| Date: 6/3/14 | |
| Address: 197 East Tabernacle St., St. George, UT. | Zip Code: 84770 |
| The signing of this plan was authorized by a resolution of the governing body of the <u>Washington County Flood Control Authority</u> adopted at a meeting held on <u>6/3/14</u> . | |
| <u>Tracy Comas</u> Address <u>197 E. Tabernacle St. St. George, UT 84770</u>
Secretary [or other Title]
Date: <u>6/3/14</u> | |

| | |
|--|-----------------|
| Sponsoring Local Organization: Hurricane City | |
| By: | |
| Title: Mayor | |
| Date: | |
| Address: 147 N. 870 W., Hurricane, UT. | Zip Code: 84737 |
| The signing of this plan was authorized by a resolution of the governing body of the <u>Hurricane City</u> adopted at a meeting held on _____. | |
| _____ Address <u>147 N. 870 W., Hurricane, UT.</u> Zip Code <u>84737</u>
Secretary [or other Title]
Date: _____ | |

| | |
|---|--|
| Sponsoring Local Organization: Washington County Flood Control Authority | |
| By: | |
| Title: Chair | |
| Date: | |
| Address: 175 E. 200 N. St. George, UT. | Zip Code: 84770 |
| The signing of this plan was authorized by a resolution of the governing body of the <u>Washington County Flood Control Authority</u> adopted at a meeting held on _____. | |
| Secretary [or other Title] | Address <u>175 E. 200 N. St. George, UT.</u> Zip Code <u>84770</u> |
| Date: _____ | |

| | |
|--|--|
| Sponsoring Local Organization: Hurricane City | |
| By: <u>John W. Driscoll</u> | |
| Title: Mayor | |
| Date: <u>5-15-2014</u> | |
| Address: 147 N. 870 W., Hurricane, UT. | Zip Code: 84737 |
| The signing of this plan was authorized by a resolution of the governing body of the <u>Hurricane City</u> adopted at a meeting held on <u>April 3, 2014</u> . | |
| Secretary [or other Title] | Address <u>147 N. 870 W., Hurricane, UT.</u> Zip Code <u>84737</u> |
| Date: <u>5/15/14</u> | |

| | |
|--|---|
| Sponsoring Local Organization: Washington County | |
| By:  | James J. Eardley |
| Title: County Commission Chair | |
| Date: 8/5/14 | |
| Address: 197 East Tabernacle St., St. George, UT. | Zip Code: 84770 |
| The signing of this plan was authorized by a resolution of the governing body of <u>Washington</u> County adopted at a meeting held on <u>8/5/14</u> . | |
| Chris Hall | Address 197 East Tabernacle St., St. George, UT. Zip Code 84770 |
| Secretary [or other Title] | |
| Date: 8/5/14 | |

| | |
|---|----------------------------|
| USDA-Natural Resources Conservation Service (NRCS) | |
| Approved By: | |
| DAVID C. BROWN | |
| Title: | NRCS State Conservationist |
| Date: | |

Request For Council Action

Date Submitted 2015-03-13 09:05:17

Applicant Bill Swensen

Quick Title Resolution establishing fees for use of Ridgetop Complex

Subject Fee schedule for rental and use of the City property at the Ridgetop Complex.

Discussion

Cost \$0.00

City Manager Recommendation We need to officially establish the fee schedule for uses at the Ridgetop Complex. I have not discussed the schedule with staff yet but will before the meeting. We have events being scheduled and need to know the cost for the rental.

Action Taken

Requested by Bill Swensen

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

**City of St. George, Utah
Resolution No.**

A resolution approving the Ridge Top Complex use fee schedule

Whereas, the City of St. George owns real property known as the Ridge Top Complex (the former airport) and the City Council has approved the use of the Ridge Top Complex for events; and

Whereas, a fee should be charged to help pay for the use of the land, maintenance and personnel, therefore a uniform fee schedule needs to be adopted to establish the fees to be assessed for using the property; and

Whereas, the City believes that adopting this fee schedule is in the best interest of the citizens of the City of St. George.

Now, therefore, be it resolved by the St. George City Council:

Fees for use of the Ridge Top Complex shall be as follows:

| | | |
|-------------------------------------|----------|----------------------------|
| Runway – Alpha | \$125.00 | Day + 5% of Gross Receipts |
| South-Point Pad – Bravo | \$125.00 | Day + 5% of Gross Receipts |
| Mid-Point Pad – Charlie | \$125.00 | Day + 5% of Gross Receipts |
| DXATC-Point Pad – Delta | \$125.00 | Day + 5% of Gross Receipts |
| North-Point Pad – Echo | \$125.00 | Day + 5% of Gross Receipts |
| Full Use of Facility | \$500.00 | Day + 5% of Gross Receipts |
| North Facilities Bldg | \$250.00 | Day + 5% of Gross Receipts |
| South Maintenance Bldg | \$125.00 | Day + 5% of Gross Receipts |
| Security Patrol | \$45 | Per Hour |
| After Hours Facility Access Support | \$25 | Per Occurrence |
| Refundable Damage Deposit | \$1000 | Per Event |

This resolution shall become effective immediately.

Passed and adopted by the City Council of the City of St. George, this ____ day of March, 2015.

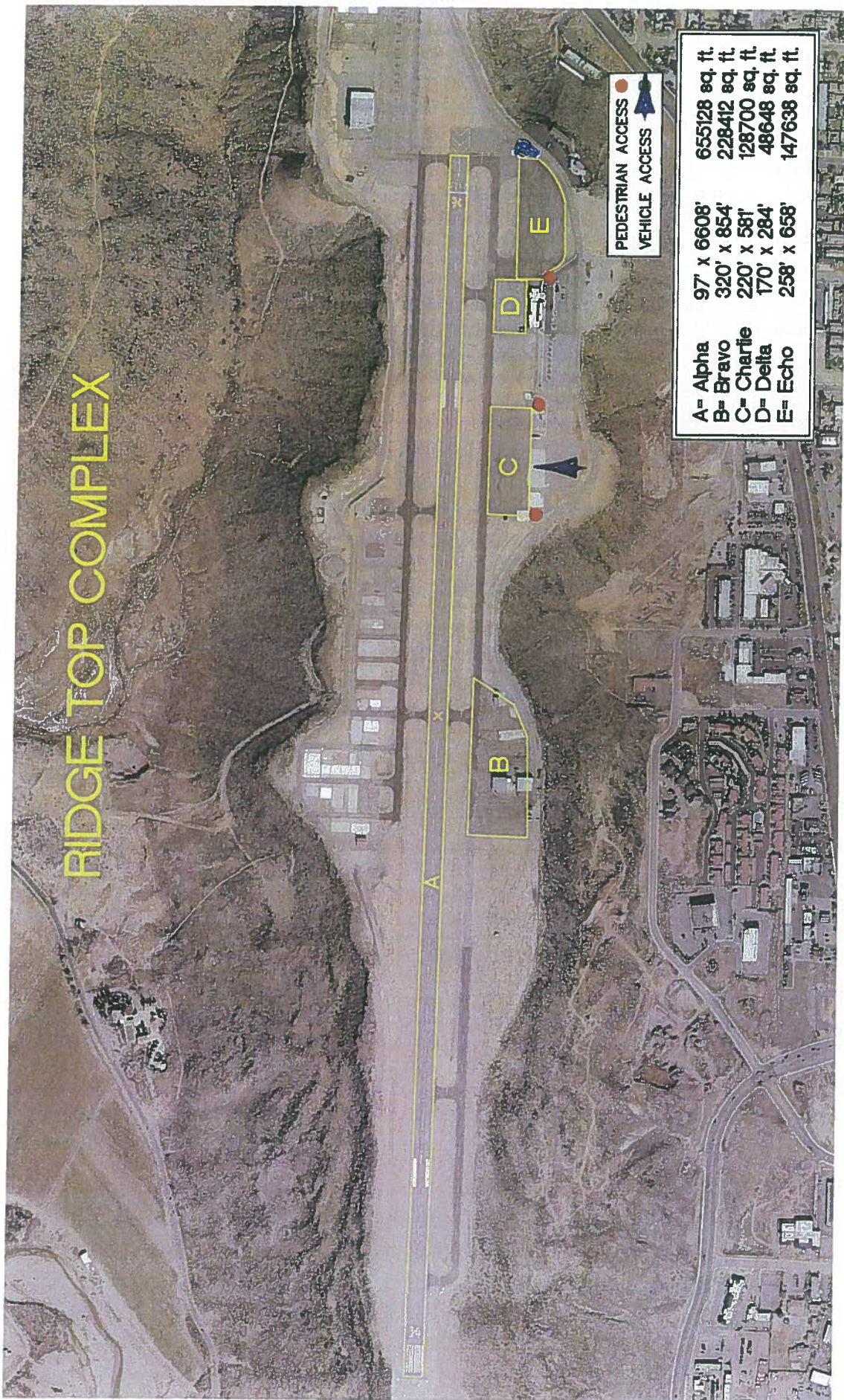
CITY OF ST. GEORGE

Jonathan T. Pike, Mayor

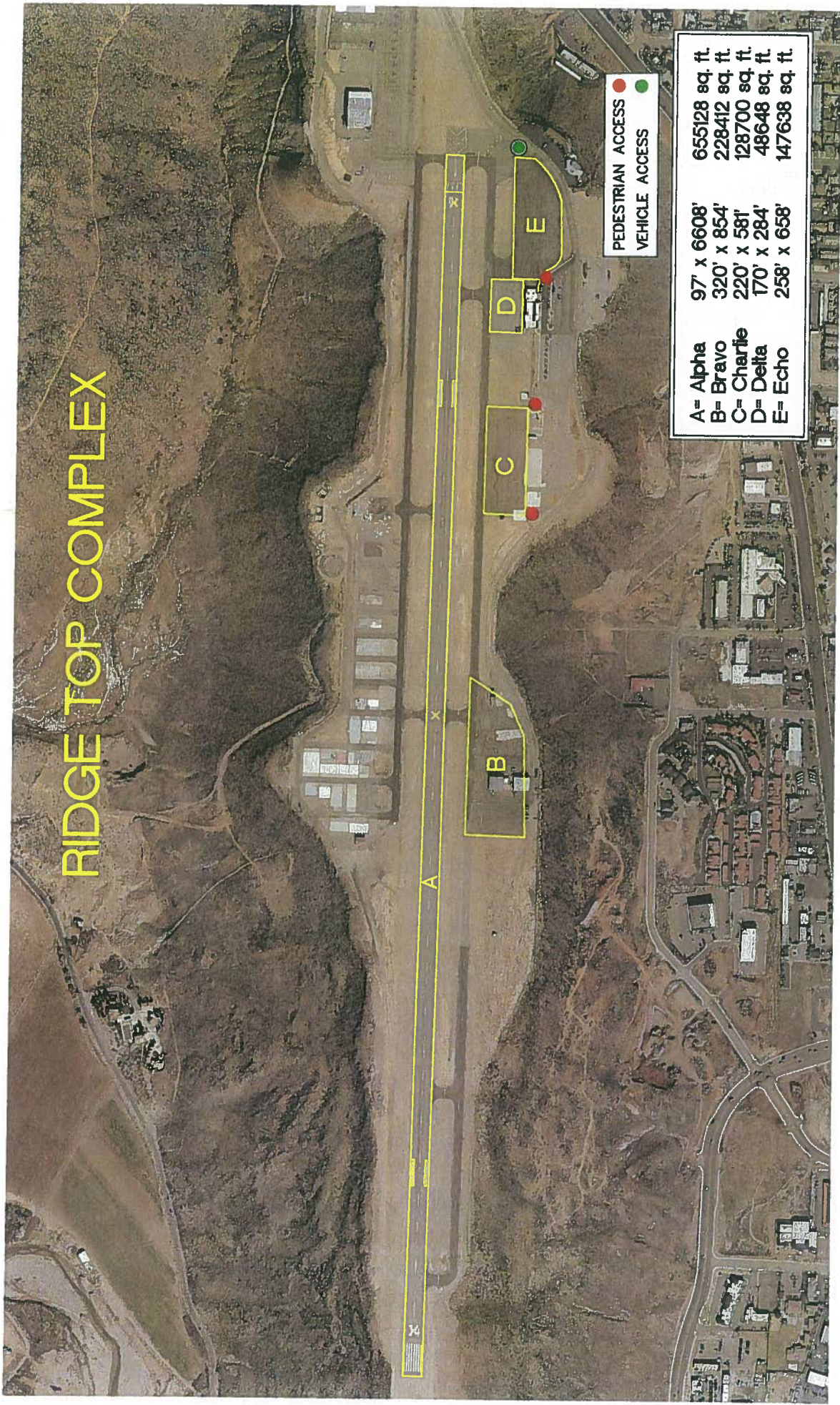
Attest:

Christina Fernandez, City Recorder

RIDGE TOP COMPLEX



RIDGE TOP COMPLEX



Hangar
Facility

Request For Council Action

Date Submitted 2015-03-11 18:14:32

Applicant Zion Lions Football Team

Quick Title Zion Lions Use Agreement for Sun Bowl

Subject Zion Lions Football Use Agreement for Sun Bowl for the 2015 season home games and practices

Discussion Zion Lions Football Team seeks approval for its use of the Sun Bowl. It wants to use the facility on the specified dates and times for home games and team practices. It will practice 2 times a week, and have Saturday games as outlined in the agreement. It also wants to call the Sun Bowl its home field.

Cost \$0.00

City Manager Recommendation More details to come on this agreement but it will be similar to what has been discussed previously regarding use of the Sunbowl.

Action Taken

Requested by Victoria Hales

File Attachments [Draft Zion Lions Football Use Ag for Sun Bowl.pdf](#)

Approved by Legal Department?

Approved in Budget? **Amount:**

Additional Comments The team also desires nonexclusive use of the locker rooms at St. George Recreation Center for specified game times.

Attachments [Draft Zion Lions Football Use Ag for Sun Bowl.pdf](#)

DRAFT

ZION LIONS FOOTBALL USE AGREEMENT FOR SUN BOWL

User's Name: Zion Lions Football
Organizations Name: Zion Lions Football
Phone: Phone Number
Address: Address, City, State, Zip Code
Emergency Contact Name: Name
Phone: Phone Number
(Must be in attendance during use)

This Use Agreement (Agreement) is entered into by and between the City of St. George, a Utah municipal corporation, herein referred to as (City), and Zion Lions Football (User).

RECITALS

WHEREAS, City owns property known as the Sun Bowl, Parcel Number SG-1074, and located at the northeast corner of 100 South and 400 East, St. George, Utah hereinafter referred to as "PREMISES".

WHEREAS, User desires to use the PREMISES pursuant to the terms and conditions set forth herein for the following purposes: (1) to call the Sun Bowl Zion Lions' home field; (2) to play football games on specific dates and times (the 2015 Schedule is attached hereto and incorporated herein as Exhibit A); (3) to have access for practices two times per week on specific dates and times (the 2015 Practice Schedule is attached hereto and incorporated herein as Exhibit B); (4) to have access to the field, stadium seating, lights, sound system, and scoreboard on specific game dates and times; and (5) to have access to and operate the concession stand on specific game dates and times.

User also desires access to, and nonexclusive use of, the locker rooms at St. George Recreation Center located at 285 South 400 East, St. George, Utah, only on specific game dates and times listed on the 2015 Schedule, Exhibit A. User must remove all gear, clothing, and personal items from the locker rooms after each game.

These uses hereinafter are collectively referred to as the "Activity".

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

TERMS AND CONDITIONS

1. **RECITALS.** The above recitals are hereby incorporated as part of the terms and conditions of this Agreement.
2. **TERM.** Use of the Premises shall be for the terms described herein:
Date of use: February 11, 2015 through June 27, 2015, as set forth on the 2015 Schedule, and the 2015 Practice Schedule, attached as Exhibits A and B.
For the 2015 Schedule, enter and exit the Premises one hour before the game, and exit one hour after the game, as specified on Exhibit A. For the 2015 Practice Schedule, enter and exit the Premises at the times specified on Exhibit B. This Agreement may be renewed for one additional year, upon submission of User's 2016 Schedule on or before January 15, 2016, and in the sole discretion of City.
3. **FEES.**
User shall pay to City, as a use fee for the PREMISES, \$200.00 for each home game for the term of the Agreement, including home games and playoff games added to the 2015 Schedule after the date of this Agreement. No amounts will be returned to User in the event a game is canceled or forfeited. The full payment shall be paid at least seven days before the first day of occupancy, or as agreed by City.
4. **USE.** User may enter and remain on the PREMISES for the Activity as described and approved in Exhibits A and B. User is prohibited from using any portion of the PREMISES not authorized in Exhibits A and B. No unapproved activities are permitted. User acknowledges that the Agreement is not for exclusive use, except as specifically described in the RECITALS above, and that City shall be able to use the PREMISES for other purposes, including other events, as long as the use does not infringe on User's right to use the PREMISES on the limited basis described herein. Nothing in this Agreement shall be construed as giving User any leasehold or other right or interest in the PREMISES or facilities, or any right to use City's PREMISES, or other property or facilities, except for the uses expressly provided for in this Agreement. User may not use the PREMISES as a permanent or temporary residence. User must comply with the PREMISES policies and rules given to User by City.

Approximately one day before each scheduled home game, and after reasonable notice, City will line the field, and supply goal posts. User must provide sideline down and distance markers, and field yard markers and pylons. User must communicate timely, during normal business hours, any changes or additions to the game schedule to Larry Shane, Parks Division, City of St. George.
5. **APPROVAL.** As part of the approval process, User has provided City with a detailed description of the activities which will be allowed on the PREMISES, the approximate total number of participants expected for the Activity, a detailed description of the security to be

provided, a detailed description of the parking location and process, and any other information City staff, at their sole discretion, determine to be necessary in order to approve the Activity. If the number of participants exceeds the approximated number, or the approved plan is not followed, City reserves the right to take any measures it deems necessary, including, but not limited to: (a) requiring an immediate increase in security; (b) requiring compliance with applicable fire codes or other laws to ensure public safety and to maintain the integrity of the PREMISES; and/or (c) immediately ending the Activity. User shall pay all costs associated with such measures.

6. **PROHIBITIONS.** User shall not, and shall not permit its officers, agents, employees, participants, patrons, occupants, vendors, contractors, guests, assignees, and others, to: (a) engage in any act that, to an ordinarily prudent person, would be reasonably foreseeable to cause substantial or irreparable harm to the PREMISES; (b) use or occupy the PREMISES or any part thereof for any unlawful, disreputable or ultra-hazardous use (including the prohibited or unauthorized use, storage or disposal of any Hazardous Substance as defined by U.C.A. § 19-6-102 (2007)); (c) operate or conduct its Activity on the PREMISES in any manner that constitutes or gives rise to a nuisance of any kind; (d) bring any dangerous exhibits, materials, objects, vehicles or the like into the PREMISES; (e) make unauthorized use of PREMISES equipment; (f) improperly access areas outside of the specified use area; (g) engage in vandalism or other criminal activity; and/or (h) engage in any other action detrimental to the PREMISES or the City. User shall be liable for all damages associated with failure to comply with any provision under this section.
7. **ALCOHOLIC BEVERAGES.** User does not have the right to sell, store or provide alcoholic beverages on the PREMISES, nor shall User allow its officers, agents, employees, participants, patrons, occupants, vendors, contractors, guests, assignees, and others, to bring alcoholic beverages on the PREMISES.
8. **ADDITIONAL RESTRICTIONS ON USE AND IMPROVEMENTS.** User shall not place or store any flammable material, explosives, chemical solvents, fuels, or other chemicals or substances that may cause harm or damage to the PREMISES. User shall not cause any structure, building, or equipment to be placed, erected, or stored on the PREMISES without City's prior written consent. User shall not alter, remodel, build, or modify anything in, on, under, or about the property including, without limiting the generality of the foregoing, the buildings, improvements, or landscaping without the express written consent of City. User shall not dump, discard, abandon or place any items on the property that is not specifically allowed under this Agreement or by written consent of City. User shall not identify City as a responsible party to any Users that may occupy or enter upon the Property.
9. **ACCEPTANCE OF PREMISES.** User accepts the PREMISES in its present condition, AS IS and with all faults. User acknowledges that City makes no warranty as to the safety or fitness of the PREMISES. City shall not be required to perform, pay for, or be responsible for, any work to ready the PREMISES for User's Activity or any other work.

10. **COST OF OPERATION.** User agrees that the entire cost of operations shall be User's sole obligation, except for any operation or maintenance costs arising exclusively from activities of City.
11. **CARE OF THE PREMISES.** User shall leave the PREMISES in substantially the same condition as when first possessed by User. City shall present a written claim for any damages to the PREMISES. User understands and agrees that it shall be solely responsible for paying for all damages to the PREMISES, including but not limited to any of the following items if used: equipment, fields, lights, sound system, scoreboard, seating, concessions, fixtures, restrooms, and displays during its use of the PREMISES. User may not make any improvements or changes to the PREMISES.
12. **CITY'S OTHER RIGHTS.** In addition to all other rights provided herein or by law, City shall have the right to enter upon the PREMISES at all times for any purpose, to assign its rights under this Agreement, or to mortgage or pledge the PREMISES as security to a lender, in which event the User will subordinate its rights as may be reasonably necessary to accommodate the security interest of the lender. In any event, this Agreement shall continue in full force and effect unless terminated according to the terms hereof.
13. **PHOTOGRAPHY.** User agrees that City may photograph or otherwise record images or likenesses of the Activity and use the photograph or images in its advertising and for other purposes.
14. **INSURANCE.** User shall secure and maintain during the Agreement general liability and property damage insurance that shall protect User, City, and City's representatives from all claims and legal costs for bodily injury or personal injury, including accidental death and property damage claims, arising from operations under this Agreement. CITY shall be named as an additional primary insured on the General Liability Certificate, with CITY listed as non-contributory on the General Liability certificate, and shall be named as a Certificate Holder. The minimum commercial general liability insurance shall be as follows:
- i. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$703,000 Dollars.
 - ii. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$2,407,700 Dollars.
 - iii. Broad form property damage insurance in an amount not less than \$281,300 Dollars.
- If User is a government entity, it may be self insured.
The insurance requirement shall not be construed as limiting User's liability.
15. **INDEMNITY.** Neither the City, its agents, elected officials, officers, employees, nor representatives shall be liable for any loss, damage, injuries, or other casualty of whatsoever kind or whomsoever caused to the person or property of anyone, including User, on or off the PREMISES, arising out of or resulting from User's, User's employees', agents', Users',

volunteers', attendees', and invitees' use or possession of, or Activities on the PREMISES, or from defects in the PREMISES, either apparent or hidden. User for itself, its successors and assigns, hereby agrees to indemnify, defend, and hold harmless City and its officers, agents, employees, contractors and volunteers from any and all liabilities, losses, or damages and/or any and all claims, personal injury or otherwise, occasioned by or in connection with: (a) the activities or omissions of User and its officers, agents, employees, participants, patrons, occupants, vendors, contractors, guests, assignees, and others; and (b) City's performance under this Agreement. This indemnification requirement includes indemnification for claims of attorney's fees, court costs, and litigation expenses of all types and amounts. In the event any such claim is made or suit is filed against City, City shall give User written notice. User agrees to defend against any claims brought or actions filed against City, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of the indemnity herein, User agrees that City may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of the User, jointly or severally.

16. **TERMINATION.** This Agreement may be terminated prior to the expiration of its term upon the happening of any of the following events:
 - a. User gives thirty (30) days written notice to City.
 - b. User breaches any of the covenants or provisions herein, including the failure to pay fees or any other monetary sums required under this Agreement.
 - c. User fails to comply with any laws, rules, regulations, ordinances, or policies.
 - d. City or User is unable to perform its obligations under the terms of this Agreement due to the acts of (a) third parties, other than those hired by or affiliated with the City or User; (b) an Act of God; or (c) some other force majeure; it is hereby stipulated that no claim shall be made against the other party for damages.
 - e. The City may terminate this Agreement for any reason, at any time, as it sees fit. If City terminates this Agreement without cause, prorated fees shall be returned.
17. **EVENTS UPON EARLY TERMINATION.** Upon early termination, User shall immediately end its Activity and vacate the PREMISES. Failure to leave immediately upon notice shall be deemed a criminal trespass.
18. **COMPLIANCE WITH LAWS.** User and its officers, agents, employees, participants, patrons, occupants, vendors, contractors, guests and others, including assignees, shall comply with all State and Federal laws, City and County ordinances, including but not limited to environmental laws and regulations and business licensing laws.
19. **NOTIFICATION.** All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows, unless written notification has been provided designating a different individual or address for notices:

CITY: City of St. George
175 East 200 North
St. George, Utah 84770
Attention: Kent Perkins

USER: Name
(Company Name)
Address, City, State, Zip Code
Attention: Name

20. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.
21. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, reasonable attorney's fees through appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.
22. **SUCCESSORS AND ASSIGNS.** User shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without the prior written approval of City. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
23. **NON WAIVER.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement term, or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other breach.
24. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the City and User, and no statement, promise or inducements made by either party or agents for either party, which are not contained in this written agreement or in the attachments, shall be

binding or valid, and this Agreement may not be enlarged, modified, or altered, except in writing signed by both the City and User.

25. **NO JOINT VENTURE, PARTNERSHIP OR THIRD PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
26. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid, or unenforceable, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid, or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
27. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
28. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
29. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
30. **AUTHORIZATION.** The parties hereto have subscribed their names through their proper officers duly authorized as of the day and year first above written.

IN WITNESS WHEREOF, this Agreement has been executed by the parties effective from the day and year first written above.

CITY: City of St. George

USER: (Company Name)

Jonathan T. Pike, Mayor

Name and title

ATTEST:

Christina Fernandez, City Recorder

APPROVED AS TO FORM

Shawn Guzman, City Attorney

EXHIBIT A
2015 SCHEDULE

ZION LIONS SCHEDULE 2015

| <u>DATE</u> | <u>OPPONENT</u> | <u>TIME</u> | <u>SITE</u> |
|-----------------|---------------------------|-------------|---------------------|
| March 21 | Vegas Hawks | 7 pm | Sun Bowl |
| March 28 | Utah Cobras | 7 pm | Sun Bowl |
| April 4 | Davis Vipers | 7 pm | Sun Bowl |
| April 11 | Wasatch Revolution | 7 pm | Pine View HS |
| April 25 | Utah Shock | TBD | Jordan HS |
| May 2 | Logan Stampede | 7 pm | Sun Bowl |
| May 9 | Blackfoot Anarchy | 7 pm | Sun Bowl |
| May 16 | Utah Stealth | TBD | Woods Cross |
| May 30 | Brigham Sting | TBD | Brigham HS |
| June 13 | RMFL Playoffs | TBD | TBD |
| June 20 | RMFL Semi-finals | TBD | TBD |
| June 27 | RMFL Finals | TBD | Weber State |

***HOME GAMES ARE IN BOLD**

EXHIBIT B
2015 PRACTICE SCHEDULE
ZION LIONS PRACTICE SCHEDULE

Wednesday, February 11th at 6 pm to 8 pm

Wednesday, February 18th at 6 pm to 8 pm

Saturday, February 21st at 11 am to 1 pm

Saturday, February 28th at 11 am to 1 pm

Saturday, March 7th, at 11 am to 1 pm

Saturday, March 14th at 11 am to 1 pm

Wednesday, March 18th from 6-8 pm

Wednesday, March 25th from 6-8 pm

Wednesday, April 1st from 6-8 pm

Wednesday April 8th from 6-8 pm

Wednesday, April 22nd from 6-8 pm

Wednesday, April 29th from 6-8 pm

Wednesday, May 6th from 7-9 pm

Wednesday, May 13th from 7-9 pm

Wednesday, May 27th from 7-9 pm

Wednesday, June 10th from 7-9 pm

Wednesday, June 17th from 7-9 pm

Wednesday, June 24th from 7-9 pm

Request For Council Action

Date Submitted 2015-03-11 14:53:05

Applicant Jeff Peay - Park Planning Manager

Quick Title Property Sales adjacent to Millcreek Park

Subject Sale of City Property to homeowners adjacent to Millcreek Park

Discussion Homeowner Abbie Thorpe to purchase a total of 424 square feet of property from the City for \$636.00. Homeowners Paul & Stephanie Mendenhall to purchase a total of 4,782.32 square feet of property from the City for \$7,173.48 Homeowners Andrew & Aimee R Stevens to purchase a total of 2,625.38 square feet of property from the City for \$3,938.07

Cost \$0.00

City Manager Recommendation Official action authorizing the sale of property to these property owners adjacent to the Millcreek Park to clear up some of the encroachments. Recommend approval I believe the cost is \$1.50 per foot.

Action Taken

Requested by Jeff Peay - Park Pla

File Attachments [3-11-15 March 19th agenda item attachment.pdf](#)

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments The purchase price for this property sale was approved by Council at \$1.50 per square foot.

Attachments [3-11-15 March 19th agenda item attachment.pdf](#)

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is made this ____ day of _____, 2015, (the "Effective Date"), by and between CITY OF ST. GEORGE, a Utah municipal corporation ("Seller"), and Abbie Thorpe, an individual, ("Buyer").

RECITALS

A. Seller is the owner of certain real property located in St. George, Washington County, State of Utah.

B. Buyer desires to purchase from Seller a certain portion of the Seller's Property in fee, more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property").

C. Buyer desires to purchase from Seller, and Seller is willing to sell to Buyer, the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, representations and warranties hereinafter set forth, and for other valuable consideration outlined herein, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. DEFINITIONS. The following terms shall have the following meanings when used in this Agreement:

1.1. Agreement – This Purchase and Sale Agreement, including all exhibits and schedules attached hereto.

1.2. Business Day – A day other than a Saturday, Sunday or day on which banking institutions in Utah are authorized or required by law or executive order to be closed.

1.3. Closing – The closing and consummation of the Transaction, as evidenced by the delivery of all required funds to Seller and the recording of the Quit Claim Deed.

1.4. Funds – United States currency represented by certified or cashier's check, wire transfer or other readily available funds.

1.5. Hazardous Materials – Any (i) hazardous, harmful, dangerous, or toxic waste, item, substance, material, or product (including, without limitation, any and all petroleum based products) as presently defined by any federal, state, or local environmental and/or health law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (b) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (v) the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (d) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (e) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., and (f) all state or local environmental laws, and (g) any and all regulations related to any of the foregoing; or (ii) other item, substance, material, or product prohibited, limited, or regulated by or under any of the laws, acts, edicts, directives, decrees, rules, statutes, ordinances, or regulations described above.

1.6. Transaction – The purchase of the Property by Buyer and the sale of the Property by Seller, all as contemplated by this Agreement.

2. PROPERTY. The Property is described as set forth in Exhibit A. Property does not include water rights or water shares. Water rights and water shares are specifically reserved for Seller. Seller also retains a utility easement over the Property as described in the Quit Claim Deed.

3. PURCHASE AGREEMENT. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase, the Property. The Transaction shall be completed in accordance with, and subject to, the terms, conditions, and provisions fully set forth herein.

4. PURCHASE PRICE. The purchase price and consideration (the “Purchase Price”) to be paid for the Property shall be SIX HUNDRED THIRTY SIX DOLLARS (\$636.00).

5. CLOSING.

5.1. Time and Place. The Closing for the Transaction shall take place in the office of the Seller on the ____ day of _____, 2015, the Closing Date.

5.2. Seller’s Closing Deliveries. At the Closing, Seller shall deliver, or cause to be delivered, to Buyer, as applicable:

5.2.1. A Quit Claim Deed for the Property in the form of Exhibit B attached hereto, fully executed and properly acknowledged by Seller; and

5.2.2. Such other funds, instruments and documents as may be reasonably requested by Buyer or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to Seller’s prior approval thereof, which approval shall not be unreasonably withheld).

to Seller: 5.3. Buyer's Closing Deliveries. At or before the Closing, Buyer shall deliver

5.3.1. The funds set forth in Section 3 of this Agreement; and

5.3.2. Such other funds, instruments and documents as may be reasonably requested by Seller or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to Buyer's prior approval thereof, which approval shall not be unreasonably withheld).

5.4. Prorations and Closing Costs.

5.4.1. Except as expressly set forth in this Agreement, each party must bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the Transaction. Closing costs shall be paid by Buyer. Buyer shall pay for the standard-coverage policy of title insurance insuring Buyer, if desired by Buyer.

5.4.2. Buyer shall be responsible to pay rollback taxes for the Property, if any.

5.4.3. All prorations for this year, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be prorated between the parties as of Closing.

5.4.4. Buyer agrees to be responsible for taxes, assessments, utilities, and other services provided to the Property after Closing.

5.5. Documents. After Closing, Buyer shall record the documents referred to herein in the proper sequence.

5.6. Possession. Buyer shall be entitled to possession of the Property after all documents have been recorded as provided herein and all terms of the Agreement have been met.

5.7. Termination. If the Transaction does not close on or before the Closing Date for any reason, unless extended, this Agreement shall automatically be terminated.

6. "AS IS" PURCHASE.

6.1. Disclaimer. Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation, express or implied, written or oral, statutory or otherwise, concerning the Property. Without limiting the generality of

the foregoing, Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation related to: (i) the condition of title to the Property (except as set forth in the Quit Claim Deed); (ii) the nature, physical condition or any other aspect of the Property; (iii) the existence of Hazardous Materials in, on, about, around, under or affecting the Property; (iv) the compliance of the Property with any federal, state or local laws, ordinances, statutes, rules, codes or regulations (including, without limitation, any environmental laws, building codes, or zoning codes), (v) the size, dimensions or square footage of the Property, (vi) the fitness of the Property for any particular purpose (including without limitation the current use thereof); (vii) any economic feasibility of the Property, or (viii) any development rights or permits (or lack thereof) associated with the Property.

6.2. Acceptance. Subject to the express terms of this agreement, Buyer acknowledges for Buyer and Buyer's successors and assigns, that Buyer will be acquiring the Property based solely upon Buyer's own investigation and inspection thereof. Seller and Buyer agree that, the Property shall be sold and Buyer shall accept title to and possession of the Property on the Closing Dates "as is, where is, with all faults" with no right of set off or reduction in the Purchase Price, and that except as set forth in the deed, such sale shall be without representation, certification or warranty of any kind, express or implied, oral or written, statutory or otherwise, and seller does hereby disclaim and renounce any such representation, certification or warranty.

7. BROKER'S COMMISSION. Buyer and Seller represent and warrant that they have not dealt with any broker or finder in connection with this Agreement or the Transaction. Buyer and Seller shall and do hereby each indemnify the other against, and agree to hold the other harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Transaction based on any act by or agreement or contract with the indemnifying party, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the other party on account of or arising from any such claim, demand or suit.

8. ATTORNEYS' FEES. If there is any litigation between Seller and Buyer to enforce or interpret any provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court, shall pay to the prevailing party, as determined by the court, all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by the prevailing party, such fees to be determined by the court sitting without a jury.

9. NOTICES. Except as otherwise required by law, any notice, demand or request given in connection with the Transaction and this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, electronic mail, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Seller or Buyer at the following addresses (or at such other address as Seller or Buyer or the person receiving copies may designate in writing given in accordance with this Section):

SELLER: City of St. George
175 East 200 North
St. George, UT 84770
Attn: Millie Cockerill
Phone: (435) 627-4539
Email: millie.cockerill@sgcity.org

BUYER: Abbie Thorpe
250 N 2940 E
St. George, Utah, 84790
Attn: Abbie Thorpe
Phone: (435) 680-0308
Email: aathorpe40@gmail.com

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or email, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed. Notice shall be deemed to have been received on the date on which the notice is actually received or delivery is refused.

10. ADDITIONAL ACTS. The parties agree to promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.

11. DEFAULT. If Buyer defaults, Seller may sue Buyer to specifically enforce this Agreement or pursue other remedies available at law. If Seller defaults, Buyer may sue Seller to specifically enforce this Agreement or pursue other remedies available at law.

12. ABROGATION. The provisions of this Agreement shall apply after Closing.

13. GOVERNING LAW; JURISDICTION. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah.

14. BUSINESS DAYS. If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.

15. WAIVER. The waiver by any party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

16. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same document and agreement.

17. ENTIRE AGREEMENT/AMENDMENT. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein as of the date hereof, and

supersedes all prior oral and written agreements, discussions and understandings of the parties hereto as to the matters set forth herein, and cannot be altered or amended except pursuant to an instrument in writing signed by both Buyer and Seller.

18. CONSTRUCTION. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Seller and Buyer hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that provides in effect that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

19. INTERPRETATION. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Agreement and the terms and provisions of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same shall be consistently interpreted in such manner as to give effect to the general purposes and intentions as expressed in this Agreement, which shall be deemed to prevail and control.

20. HEADINGS. The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.

21. NO THIRD PARTY BENEFICIARY. No term or provision of this Agreement or the Exhibits hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party hereto (including, without limitation, any broker), and no such other person, firm, corporation or entity shall have any right or cause of action hereunder.

22. SEVERABILITY. If any provision of this Agreement or any portion of any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof, as each provision of this Agreement shall be deemed severable from all other provisions hereof so long as removing the severed portion does not materially alter the overall intent of this Agreement.

23. TIME IS OF THE ESSENCE. With respect to all dates and time periods set forth in this Agreement, time is of the essence and such dates and time periods shall be strictly adhered to and enforced.

24. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company, or other entity, the person executing this Agreement on its behalf warrants his or her authority to do so and to bind Buyer or Seller.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

SELLER:
CITY OF ST. GEORGE,
a Utah municipal corporation

BUYER:
Abbie Thorpe

By: _____
Name: Jonathan T. Pike, Mayor

By: _____
Name: Abbie Thorpe

By: _____
Name: _____

ATTEST:

Christina Fernandez, City Recorder

Approved as to form:

Paula Houston, Deputy City Attorney

PURCHASE AND SALE AGREEMENT
EXHIBIT A

(Legal Description of the Property)
SG-RSH-G-99

The following land situated in Washington County, State of Utah:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 99 "RIVERSIDE HEIGHTS PLAT "G" AS ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, UTAH (INSTRUMENT NO. 993122, BOOK: 1827, PAGE: 1247). SAID POINT ALSO BEING NORTH 00° 33'14" EAST 638.56 FEET ALONG THE CENTER SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN, AND CONTINUING;
THENCE NORTH 00°33'14"EAST 71.00 FEET ALONG SAID CENTER SECTION LINE AND THE EASTERLY LINE OF SAID LOT 99 TO THE NORTHEAST CORNER OF SAID LOT;
THENCE SOUTH 89°19'51" EAST 6.90 FEET ALONG AN EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 99;
THENCE SOUTH 01°28'42"WEST 54.19;
THENCE SOUTH 11°32'58" WEST 17.12 FEET TO A POINT ON AN EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 99;
THENCE NORTH 89°19'51" WEST 2.76 FEET ALONG SAID EXTENSION LINE TO THE POINT OF BEGINNING. CONTAINING APPROXIMATELY 424 SQUARE FEET OR 0.01 ACRES.

PURCHASE AND SALE AGREEMENT
EXHIBIT B

When Recorded Return To:
City of St. George
Attn: Legal Dept.
175 East 200 North
St. George, Utah 84770

Tax ID: SG-RSH-G-99

QUITCLAIM DEED

The City of St. George, a Utah municipal corporation, Grantor, hereby QUITCLAIMS to Abbie Thorpe, an individual, for the sum of TEN and no/100 Dollars the receipt of which is hereby acknowledged, the following described tract of land in Washington County, State of Utah:

See Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH all improvements and appurtenances thereunto belonging, and being SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity.

GRANTOR SPECIFICALLY RESERVES, EXCEPTS AND RETAINS unto Grantor a perpetual easement for ingress and egress, to use, install, operate, maintain, repair, remove, relocate and replace public utility and drainage facilities. Grantee may not build or install anything that would interfere with the easement in anyway. If any improvement is installed, built, or placed within the easement by Grantee or its successors or assigns, Grantee bears the risk of loss or damage to those improvements resulting from the exercise of the easement rights and Grantor is not responsible to repair, replace, maintain, indemnify or reimburse Grantee for any damage or loss. Grantee shall pay for any extra costs which Grantor incurs as a result of Grantee burdening the easement.

IN WITNESS WHEREOF, the Grantor has executed this Quitclaim Deed this ____ day of _____, 2015.

CITY OF ST. GEORGE

Attest:

Jonathan T. Pike, Mayor

Christina Fernandez, City Recorder

Approved as to form:

Paula Houston, Deputy City Attorney

STATE OF UTAH)
 ss.
WASHINGTON COUNTY)

On the _____ day of _____, 2015, appeared before me Jonathan T. Pike, Mayor of the City of St. George, and Christina Fernandez, City Recorder of the City of St. George, who being duly sworn did say, each for himself and herself, that the within and foregoing instrument was signed by him in behalf of said corporation by authority of its City Council, and said Jonathan T. Pike and Christina Fernandez each duly acknowledged to me that said corporation executed the same.

Notary Public

**QUIT CLAIM DEED
EXHIBIT A**

(Legal Description of the Property)
SG-RSH-G-99

The following land situated in Washington County, State of Utah:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 99 "RIVERSIDE HEIGHTS PLAT "G" AS ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, UTAH (INSTRUMENT NO. 993122, BOOK: 1827, PAGE: 1247). SAID POINT ALSO BEING NORTH 00° 33'14" EAST 638.56 FEET ALONG THE CENTER SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN, AND CONTINUING;
THENCE NORTH 00°33'14"EAST 71.00 FEET ALONG SAID CENTER SECTION LINE AND THE EASTERLY LINE OF SAID LOT 99 TO THE NORTHEAST CORNER OF SAID LOT;
THENCE SOUTH 89°19'51" EAST 6.90 FEET ALONG AN EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 99;
THENCE SOUTH 01°28'42" WEST 54.19;
THENCE SOUTH 11°32'58" WEST 17.12 FEET TO A POINT ON AN EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 99;
THENCE NORTH 89°19'51" WEST 2.76 FEET ALONG SAID EXTENSION LINE TO THE POINT OF BEGINNING. CONTAINING APPROXIMATELY 424 SQUARE FEET OR 0.01 ACRES.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is made this ____ day of _____, 2015, (the "Effective Date"), by and between CITY OF ST. GEORGE, a Utah municipal corporation ("Seller"), and Andrew and Aimee R Stevens, individuals, ("Buyer").

RECITALS

A. Seller is the owner of certain real property located in St. George, Washington County, State of Utah.

B. Buyer desires to purchase from Seller a certain portion of the Seller's Property in fee, more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property").

C. Buyer desires to purchase from Seller, and Seller is willing to sell to Buyer, the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, representations and warranties hereinafter set forth, and for other valuable consideration outlined herein, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. DEFINITIONS. The following terms shall have the following meanings when used in this Agreement:

1.1. Agreement – This Purchase and Sale Agreement, including all exhibits and schedules attached hereto.

1.2. Business Day – A day other than a Saturday, Sunday or day on which banking institutions in Utah are authorized or required by law or executive order to be closed.

1.3. Closing – The closing and consummation of the Transaction, as evidenced by the delivery of all required funds to Seller and the recording of the Quit Claim Deed.

1.4. Funds – United States currency represented by certified or cashier's check, wire transfer or other readily available funds.

1.5. Hazardous Materials – Any (i) hazardous, harmful, dangerous, or toxic waste, item, substance, material, or product (including, without limitation, any and all petroleum based products) as presently defined by any federal, state, or local environmental and/or health law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (b) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (v) the Resource Conversation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (d) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (e) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., and (f) all state or local environmental laws, and (g) any and all regulations related to any of the foregoing; or (ii) other item, substance, material, or product prohibited, limited, or regulated by or under any of the laws, acts, edicts, directives, decrees, rules, statutes, ordinances, or regulations described above.

1.6. Transaction – The purchase of the Property by Buyer and the sale of the Property by Seller, all as contemplated by this Agreement.

2. PROPERTY. The Property is described as set forth in Exhibit A. Property does not include water rights or water shares. Water rights and water shares are specifically reserved for Seller. Seller also retains a utility easement over the Property as described in the Quit Claim Deed.

3. PURCHASE AGREEMENT. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase, the Property. The Transaction shall be completed in accordance with, and subject to, the terms, conditions, and provisions fully set forth herein.

4. PURCHASE PRICE. The purchase price and consideration (the “Purchase Price”) to be paid for the Property shall be THREE THOUSAND NINE HUNDRED THIRTY EIGHT AND SEVEN CENTS DOLLARS (\$3,938.07).

5. CLOSING.

5.1. Time and Place. The Closing for the Transaction shall take place in the office of the Seller on the ____ day of _____, 2015, the Closing Date.

5.2. Seller’s Closing Deliveries. At the Closing, Seller shall deliver, or cause to be delivered, to Buyer, as applicable:

5.2.1. A Quit Claim Deed for the Property in the form of Exhibit B attached hereto, fully executed and properly acknowledged by Seller; and

5.2.2. Such other funds, instruments and documents as may be reasonably requested by Buyer or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be

subject to Seller's prior approval thereof, which approval shall not be unreasonably withheld).

5.3. Buyer's Closing Deliveries. At or before the Closing, Buyer shall deliver to Seller:

5.3.1. The funds set forth in Section 3 of this Agreement; and

5.3.2. Such other funds, instruments and documents as may be reasonably requested by Seller or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to Buyer's prior approval thereof, which approval shall not be unreasonably withheld).

5.4. Prorations and Closing Costs.

5.4.1. Except as expressly set forth in this Agreement, each party must bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the Transaction. Closing costs shall be paid by Buyer. Buyer shall pay for the standard-coverage policy of title insurance insuring Buyer, if desired by Buyer.

5.4.2. Buyer shall be responsible to pay rollback taxes for the Property, if any.

5.4.3. All prorations for this year, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be prorated between the parties as of Closing.

5.4.4. Buyer agrees to be responsible for taxes, assessments, utilities, and other services provided to the Property after Closing.

5.5. Documents. After Closing, Buyer shall record the documents referred to herein in the proper sequence.

5.6. Possession. Buyer shall be entitled to possession of the Property after all documents have been recorded as provided herein and all terms of the Agreement have been met.

5.7. Termination. If the Transaction does not close on or before the Closing Date for any reason, unless extended, this Agreement shall automatically be terminated.

6. "AS IS" PURCHASE.

6.1. Disclaimer. Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation, express or implied, written or oral, statutory or otherwise, concerning the Property. Without limiting the generality of the foregoing, Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation related to: (i) the condition of title to the Property (except as set forth in the Quit Claim Deed); (ii) the nature, physical condition or any other aspect of the Property; (iii) the existence of Hazardous Materials in, on, about, around, under or affecting the Property; (iv) the compliance of the Property with any federal, state or local laws, ordinances, statutes, rules, codes or regulations (including, without limitation, any environmental laws, building codes, or zoning codes), (v) the size, dimensions or square footage of the Property, (vi) the fitness of the Property for any particular purpose (including without limitation the current use thereof); (vii) any economic feasibility of the Property, or (viii) any development rights or permits (or lack thereof) associated with the Property.

6.2. Acceptance. Subject to the express terms of this agreement, Buyer acknowledges for Buyer and Buyer's successors and assigns, that Buyer will be acquiring the Property based solely upon Buyer's own investigation and inspection thereof. Seller and Buyer agree that, the Property shall be sold and Buyer shall accept title to and possession of the Property on the Closing Dates "as is, where is, with all faults" with no right of set off or reduction in the Purchase Price, and that except as set forth in the deed, such sale shall be without representation, certification or warranty of any kind, express or implied, oral or written, statutory or otherwise, and seller does hereby disclaim and renounce any such representation, certification or warranty.

7. BROKER'S COMMISSION. Buyer and Seller represent and warrant that they have not dealt with any broker or finder in connection with this Agreement or the Transaction. Buyer and Seller shall and do hereby each indemnify the other against, and agree to hold the other harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Transaction based on any act by or agreement or contract with the indemnifying party, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the other party on account of or arising from any such claim, demand or suit.

8. ATTORNEYS' FEES. If there is any litigation between Seller and Buyer to enforce or interpret any provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court, shall pay to the prevailing party, as determined by the court, all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by the prevailing party, such fees to be determined by the court sitting without a jury.

9. NOTICES. Except as otherwise required by law, any notice, demand or request given in connection with the Transaction and this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, electronic mail, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Seller or

Buyer at the following addresses (or at such other address as Seller or Buyer or the person receiving copies may designate in writing given in accordance with this Section):

SELLER: City of St. George
175 East 200 North
St. George, UT 84770
Attn: Millie Cockerill
Phone: (435) 627-4539
Email: millie.cockerill@sgcity.org

BUYER: Andrew and Aimee R Stevens
278 N 2940 E
St. George, Utah, 84790
Attn: Andrew and Aimee R Stevens
Phone: (435) 705-4845
Email: aimees@mvte.com

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or email, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed. Notice shall be deemed to have been received on the date on which the notice is actually received or delivery is refused.

10. ADDITIONAL ACTS. The parties agree to promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.

11. DEFAULT. If Buyer defaults, Seller may sue Buyer to specifically enforce this Agreement or pursue other remedies available at law. If Seller defaults, Buyer may sue Seller to specifically enforce this Agreement or pursue other remedies available at law.

12. ABROGATION. The provisions of this Agreement shall apply after Closing.

13. GOVERNING LAW; JURISDICTION. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah.

14. BUSINESS DAYS. If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.

15. WAIVER. The waiver by any party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

16. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same document and agreement.

17. ENTIRE AGREEMENT/AMENDMENT. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein as of the date hereof, and supersedes all prior oral and written agreements, discussions and understandings of the parties hereto as to the matters set forth herein, and cannot be altered or amended except pursuant to an instrument in writing signed by both Buyer and Seller.

18. CONSTRUCTION. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Seller and Buyer hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that provides in effect that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

19. INTERPRETATION. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Agreement and the terms and provisions of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same shall be consistently interpreted in such manner as to give effect to the general purposes and intentions as expressed in this Agreement, which shall be deemed to prevail and control.

20. HEADINGS. The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.

21. NO THIRD PARTY BENEFICIARY. No term or provision of this Agreement or the Exhibits hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party hereto (including, without limitation, any broker), and no such other person, firm, corporation or entity shall have any right or cause of action hereunder.

22. SEVERABILITY. If any provision of this Agreement or any portion of any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof, as each provision of this Agreement shall be deemed severable from all other provisions hereof so long as removing the severed portion does not materially alter the overall intent of this Agreement.

23. TIME IS OF THE ESSENCE. With respect to all dates and time periods set forth in this Agreement, time is of the essence and such dates and time periods shall be strictly adhered to and enforced.

24. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company, or other entity, the person executing this Agreement on its behalf warrants his or her authority to do so and to bind Buyer or Seller.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

SELLER:
CITY OF ST. GEORGE,
a Utah municipal corporation

BUYER:
Andrew and Aimee R Stevens

By: _____
Name: Jonathan T. Pike, Mayor

By: _____
Name: Andrew Stevens

By: _____
Name: Aimee R Stevens

ATTEST:

Christina Fernandez, City Recorder

Approved as to form:

Paula Houston, Deputy City Attorney

PURCHASE AND SALE AGREEMENT
EXHIBIT A

(Legal Description of the Property)
SG-RSH-G-102

The following land situated in Washington County, State of Utah:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 102 "RIVERSIDE HEIGHTS PLAT "G" SUBDIVISION" AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AND RUNNING THENCE N0° 33'14"E 115.97 FEET ALONG THE EAST LINE TO THE NORTHEAST CORNER OF SAID LOT 102; THENCE N61°47'50"E 24.57 FEET; THENCE S0°33'14"E 127.83 FEET; THENCE N89°19'51"W 21.54 FEET TO THE POINT OF BEGINNING. CONTAINS 2,625.38 SQ. FT.

PURCHASE AND SALE AGREEMENT
EXHIBIT B

When Recorded Return To:
City of St. George
Attn: Legal Dept.
175 East 200 North
St. George, Utah 84770

Tax ID: SG-RSH-G-102

QUITCLAIM DEED

The City of St. George, a Utah municipal corporation, Grantor, hereby QUITCLAIMS to Andrew S. Stevens and Aimee R Stevens, husband and wife, as joint tenants, with full rights of Survivorship, for the sum of TEN and no/100 Dollars the receipt of which is hereby acknowledged, the following described tract of land in Washington County, State of Utah:

See Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH all improvements and appurtenances thereunto belonging, and being SUBJECT TO easements, rights of way, restrictions, and reservations as provided herein and of record and those enforceable in law and equity.

GRANTOR SPECIFICALLY RESERVES AND RETAINS unto Grantor a perpetual easement for ingress and egress, to use, install, operate, maintain, repair, remove, relocate and replace public utility and drainage facilities as described in Exhibit A. Grantee may not build or install anything that would interfere with the easement in anyway. If any improvement is installed, built, or placed within the easement by Grantee or its successors or assigns, Grantee bears the risk of loss or damage to those improvements resulting from the exercise of the easement rights and Grantor is not responsible to repair, replace, maintain, indemnify or reimburse Grantee for any damage or loss. Grantee shall pay for any extra costs which Grantor incurs as a result of Grantee burdening the easement.

IN WITNESS WHEREOF, the Grantor has executed this Quitclaim Deed this ____ day of _____, 2015.

CITY OF ST. GEORGE

Attest:

Jonathan T. Pike, Mayor

Christina Fernandez, City Recorder

Approved as to form:

Paula Houston, Deputy City Attorney

STATE OF UTAH)
 ss.
WASHINGTON COUNTY)

On the _____ day of _____, 2015, appeared before me Jonathan T. Pike, Mayor of the City of St. George, and Christina Fernandez, City Recorder of the City of St. George, who being duly sworn did say, each for himself and herself, that the within and foregoing instrument was signed by him in behalf of said corporation by authority of its City Council, and said Jonathan T. Pike and Christina Fernandez each duly acknowledged to me that said corporation executed the same.

Notary Public

**QUIT CLAIM DEED
EXHIBIT A**

(Legal Description of the Property)
SG-RSH-G-102

The following land situated in Washington County, State of Utah is quit claimed as stated in the Quitclaim Deed:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 102 "RIVERSIDE HEIGHTS PLAT "G" SUBDIVISION" AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AND RUNNING THENCE N0° 33'14"E 115.97 FEET ALONG THE EAST LINE TO THE NORTHEAST CORNER OF SAID LOT 102; THENCE N61°47'50"E 24.57 FEET; THENCE S0°33'14"E 127.83 FEET; THENCE N89°19'51"W 21.54 FEET TO THE POINT OF BEGINNING. CONTAINS 2,625.38 SQ. FT.

The quit claimed property is subject to a 15 foot utility easement which is reserved and retained by the City of St. George as stated in the Quitclaim Deed and is described as follows:

BEGINNING AT A POINT ON THE WEST BOUNDARY OF MILLCREEK INDUSTRIAL PARK SUBDIVISION FILED AS DOCUMENT NO. 237831 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 102 RIVERSIDE HEIGHTS PLAT "G" SUBDIVISION AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AND RUNNING THENCE N0°33'14"E 115.97 FEET ALONG THE EAST LINE OF SAID LOT 102; THENCE N61°47'50"E 17.11 FEET; THENCE S0°33'14"W 124.23 FEET; THENCE N89°19'51"W 15.00 FEET TO THE POINT OF BEGINNING.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is made this ____ day of _____, 2015, (the "Effective Date"), by and between CITY OF ST. GEORGE, a Utah municipal corporation ("Seller"), and Paul and Stephanie Mendenhall, individuals, ("Buyer").

RECITALS

A. Seller is the owner of certain real property located in St. George, Washington County, State of Utah.

B. Buyer desires to purchase from Seller a certain portion of the Seller's Property in fee, more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property").

C. Buyer desires to purchase from Seller, and Seller is willing to sell to Buyer, the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, representations and warranties hereinafter set forth, and for other valuable consideration outlined herein, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. DEFINITIONS. The following terms shall have the following meanings when used in this Agreement:

1.1. Agreement – This Purchase and Sale Agreement, including all exhibits and schedules attached hereto.

1.2. Business Day – A day other than a Saturday, Sunday or day on which banking institutions in Utah are authorized or required by law or executive order to be closed.

1.3. Closing – The closing and consummation of the Transaction, as evidenced by the delivery of all required funds to Seller and the recording of the Quit Claim Deed.

1.4. Funds – United States currency represented by certified or cashier's check, wire transfer or other readily available funds.

1.5. Hazardous Materials – Any (i) hazardous, harmful, dangerous, or toxic waste, item, substance, material, or product (including, without limitation, any and all petroleum based products) as presently defined by any federal, state, or local environmental and/or health law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (b) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (v) the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (d) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (e) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., and (f) all state or local environmental laws, and (g) any and all regulations related to any of the foregoing; or (ii) other item, substance, material, or product prohibited, limited, or regulated by or under any of the laws, acts, edicts, directives, decrees, rules, statutes, ordinances, or regulations described above.

1.6. Transaction – The purchase of the Property by Buyer and the sale of the Property by Seller, all as contemplated by this Agreement.

2. PROPERTY. The Property is described as set forth in Exhibit A. Property does not include water rights or water shares. Water rights and water shares are specifically reserved for Seller. Seller also retains a utility easement over the Property as described in the Quit Claim Deed.

3. PURCHASE AGREEMENT. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase, the Property. The Transaction shall be completed in accordance with, and subject to, the terms, conditions, and provisions fully set forth herein.

4. PURCHASE PRICE. The purchase price and consideration (the “Purchase Price”) to be paid for the Property shall be SEVEN THOUSAND ONE HUNDRED SEVENTY THREE AND FORTY EIGHT CENTS DOLLARS (\$7,173.48).

5. CLOSING.

5.1. Time and Place. The Closing for the Transaction shall take place in the office of the Seller on the ____ day of _____, 2015, the Closing Date.

5.2. Seller’s Closing Deliveries. At the Closing, Seller shall deliver, or cause to be delivered, to Buyer, as applicable:

5.2.1. A Quit Claim Deed for the Property in the form of Exhibit B attached hereto, fully executed and properly acknowledged by Seller; and

5.2.2. Such other funds, instruments and documents as may be reasonably requested by Buyer or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be

subject to Seller's prior approval thereof, which approval shall not be unreasonably withheld).

5.3. Buyer's Closing Deliveries. At or before the Closing, Buyer shall deliver to Seller:

5.3.1. The funds set forth in Section 3 of this Agreement; and

5.3.2. Such other funds, instruments and documents as may be reasonably requested by Seller or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to Buyer's prior approval thereof, which approval shall not be unreasonably withheld).

5.4. Prorations and Closing Costs.

5.4.1. Except as expressly set forth in this Agreement, each party must bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the Transaction. Closing costs shall be paid by Buyer. Buyer shall pay for the standard-coverage policy of title insurance insuring Buyer, if desired by Buyer.

5.4.2. Buyer shall be responsible to pay rollback taxes for the Property, if any.

5.4.3. All prorations for this year, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be prorated between the parties as of Closing.

5.4.4. Buyer agrees to be responsible for taxes, assessments, utilities, and other services provided to the Property after Closing.

5.5. Documents. After Closing, Buyer shall record the documents referred to herein in the proper sequence.

5.6. Possession. Buyer shall be entitled to possession of the Property after all documents have been recorded as provided herein and all terms of the Agreement have been met.

5.7. Termination. If the Transaction does not close on or before the Closing Date for any reason, unless extended, this Agreement shall automatically be terminated.

6. "AS IS" PURCHASE.

6.1. Disclaimer. Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation, express or implied, written or oral, statutory or otherwise, concerning the Property. Without limiting the generality of the foregoing, Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation related to: (i) the condition of title to the Property (except as set forth in the Quit Claim Deed); (ii) the nature, physical condition or any other aspect of the Property; (iii) the existence of Hazardous Materials in, on, about, around, under or affecting the Property; (iv) the compliance of the Property with any federal, state or local laws, ordinances, statutes, rules, codes or regulations (including, without limitation, any environmental laws, building codes, or zoning codes), (v) the size, dimensions or square footage of the Property, (vi) the fitness of the Property for any particular purpose (including without limitation the current use thereof); (vii) any economic feasibility of the Property, or (viii) any development rights or permits (or lack thereof) associated with the Property.

6.2. Acceptance. Subject to the express terms of this agreement, Buyer acknowledges for Buyer and Buyer's successors and assigns, that Buyer will be acquiring the Property based solely upon Buyer's own investigation and inspection thereof. Seller and Buyer agree that, the Property shall be sold and Buyer shall accept title to and possession of the Property on the Closing Dates "as is, where is, with all faults" with no right of set off or reduction in the Purchase Price, and that except as set forth in the deed, such sale shall be without representation, certification or warranty of any kind, express or implied, oral or written, statutory or otherwise, and seller does hereby disclaim and renounce any such representation, certification or warranty.

7. BROKER'S COMMISSION. Buyer and Seller represent and warrant that they have not dealt with any broker or finder in connection with this Agreement or the Transaction. Buyer and Seller shall and do hereby each indemnify the other against, and agree to hold the other harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Transaction based on any act by or agreement or contract with the indemnifying party, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the other party on account of or arising from any such claim, demand or suit.

8. ATTORNEYS' FEES. If there is any litigation between Seller and Buyer to enforce or interpret any provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court, shall pay to the prevailing party, as determined by the court, all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by the prevailing party, such fees to be determined by the court sitting without a jury.

9. NOTICES. Except as otherwise required by law, any notice, demand or request given in connection with the Transaction and this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, electronic mail, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Seller or

Buyer at the following addresses (or at such other address as Seller or Buyer or the person receiving copies may designate in writing given in accordance with this Section):

SELLER: City of St. George
175 East 200 North
St. George, UT 84770
Attn: Millie Cockerill
Phone: (435) 627-4539
Email: millie.cockerill@sgcity.org

BUYER: Paul and Stephanie Mendenhall
2943 E 280 N
St. George, Utah, 84790
Attn: Paul and Stephanie Mendenhall
Phone: (435) 668-2180
Email: _____

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or email, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed. Notice shall be deemed to have been received on the date on which the notice is actually received or delivery is refused.

10. ADDITIONAL ACTS. The parties agree to promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.

11. DEFAULT. If Buyer defaults, Seller may sue Buyer to specifically enforce this Agreement or pursue other remedies available at law. If Seller defaults, Buyer may sue Seller to specifically enforce this Agreement or pursue other remedies available at law.

12. ABROGATION. The provisions of this Agreement shall apply after Closing.

13. GOVERNING LAW; JURISDICTION. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah.

14. BUSINESS DAYS. If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.

15. WAIVER. The waiver by any party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

16. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same document and agreement.

17. ENTIRE AGREEMENT/AMENDMENT. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein as of the date hereof, and supersedes all prior oral and written agreements, discussions and understandings of the parties hereto as to the matters set forth herein, and cannot be altered or amended except pursuant to an instrument in writing signed by both Buyer and Seller.

18. CONSTRUCTION. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Seller and Buyer hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that provides in effect that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

19. INTERPRETATION. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Agreement and the terms and provisions of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same shall be consistently interpreted in such manner as to give effect to the general purposes and intentions as expressed in this Agreement, which shall be deemed to prevail and control.

20. HEADINGS. The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.

21. NO THIRD PARTY BENEFICIARY. No term or provision of this Agreement or the Exhibits hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party hereto (including, without limitation, any broker), and no such other person, firm, corporation or entity shall have any right or cause of action hereunder.

22. SEVERABILITY. If any provision of this Agreement or any portion of any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof, as each provision of this Agreement shall be deemed severable from all other provisions hereof so long as removing the severed portion does not materially alter the overall intent of this Agreement.

23. TIME IS OF THE ESSENCE. With respect to all dates and time periods set forth in this Agreement, time is of the essence and such dates and time periods shall be strictly adhered to and enforced.

24. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company, or other entity, the person executing this Agreement on its behalf warrants his or her authority to do so and to bind Buyer or Seller.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

SELLER:
CITY OF ST. GEORGE,
a Utah municipal corporation

BUYER:
Paul and Stephanie Mendenhall

By: _____
Name: Jonathan T. Pike, Mayor

By: _____
Name: Paul Mendenhall

By: _____
Name: Stephanie Mendenhall

ATTEST:

Christina Fernandez, City Recorder

Approved as to form:

Paula Houston, Deputy City Attorney

PURCHASE AND SALE AGREEMENT
EXHIBIT A

(Legal Description of the Property)
SG-RSH-G-103

The following land situated in Washington County, State of Utah:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 103 "RIVERSIDE HEIGHTS PLAT "G" SUBDIVISION" AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AND RUNNING THENCE N0° 33'14E 112.14 FEET ALONG THE EAST LINE OF SAID LOT 103 TO A POINT ON AN EXISTING CHAIN LINK FENCE LINE; THENCE ALONG SAID CHAIN LINK FENCE THE FOLLOWING (3) COURSES: N80°40'00"E 19.37 FEET; THENCE S41°29'42"E 39.26 FEET; THENCE S17°34'20"E 54.78 FEET; THENCE S61°47'50"W 71.20 FEET TO THE POINT OF BEGINNING. CONTAINS 4,782.32 SQ. FT.

PURCHASE AND SALE AGREEMENT
EXHIBIT B

When Recorded Return To:
City of St. George
Attn: Legal Dept.
175 East 200 North
St. George, Utah 84770

Tax ID: SG-RSH-G-103

QUITCLAIM DEED

The City of St. George, a Utah municipal corporation, Grantor, hereby QUITCLAIMS to Paul and Stephanie Mendendall, individuals, for the sum of TEN and no/100 Dollars the receipt of which is hereby acknowledged, the following described tract of land in Washington County, State of Utah:

See Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH all improvements and appurtenances thereunto belonging, and being SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity.

GRANTOR SPECIFICALLY RESERVES, EXCEPTS AND RETAINS unto Grantor a perpetual easement for ingress and egress, to use, install, operate, maintain, repair, remove, relocate and replace public utility and drainage facilities. Grantee may not build or install anything that would interfere with the easement in anyway. If any improvement is installed, built, or placed within the easement by Grantee or its successors or assigns, Grantee bears the risk of loss or damage to those improvements resulting from the exercise of the easement rights and Grantor is not responsible to repair, replace, maintain, indemnify or reimburse Grantee for any damage or loss. Grantee shall pay for any extra costs which Grantor incurs as a result of Grantee burdening the easement.

IN WITNESS WHEREOF, the Grantor has executed this Quitclaim Deed this ____ day of _____, 2015.

CITY OF ST. GEORGE

Attest:

Jonathan T. Pike, Mayor

Christina Fernandez, City Recorder

Approved as to form:

Paula Houston, Deputy City Attorney

STATE OF UTAH)
 ss.
WASHINGTON COUNTY)

On the _____ day of _____, 2015, appeared before me Jonathan T. Pike, Mayor of the City of St. George, and Christina Fernandez, City Recorder of the City of St. George, who being duly sworn did say, each for himself and herself, that the within and foregoing instrument was signed by him in behalf of said corporation by authority of its City Council, and said Jonathan T. Pike and Christina Fernandez each duly acknowledged to me that said corporation executed the same.

Notary Public

**QUIT CLAIM DEED
EXHIBIT A**

(Legal Description of the Property)
SG-RSH-G-103

The following land situated in Washington County, State of Utah is quit claimed as stated in the Quitclaim Deed:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 103 "RIVERSIDE HEIGHTS PLAT "G" SUBDIVISION" AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AND RUNNING THENCE N0° 33'14"E 112.14 FEET ALONG THE EAST LINE OF SAID LOT 103 TO A POINT ON AN EXISTING CHAIN LINK FENCE LINE; THENCE ALONG SAID CHAIN LINK FENCE THE FOLLOWING (3) COURSES: N80°40'00"E 19.37 FEET; THENCE S41°29'42"E 39.26 FEET; THENCE S17°34'20"E 54.78 FEET; THENCE S61°47'50"W 71.20 FEET TO THE POINT OF BEGINNING. CONTAINS 4,782.32 SQ. FT.

The quit claimed property is subject to a 15 foot utility easement which is reserved and retained by the City of St. George as stated in the Quitclaim Deed and is described as follows:

BEGINNING AT A POINT ON THE WEST BOUNDARY OF MILLCREEK INDUSTRIAL PARK SUBDIVISION FILED AS DOCUMENT NO. 237831 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF LOT 103 RIVERSIDE HEIGHTS PLAT "G" SUBDIVISION AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AND RUNNING THENCE N0°33'14"E 112.14 FEET ALONG THE EAST LINE OF SAID LOT 103 AND AN EXTENTION THEREOF TO A POINT ON AN EXISTING CHAIN LINK FENCE LINE; THENCE N80°40'00"E 15.23 FEET ALONG SAID CHAIN LINK FENCE; THENCE S0°33'14"W 106.52 FEET; THENCE S61°47'50"W 17.11 FEET TO THE POINT OF BEGINNING.

Request For Council Action

Date Submitted 2015-03-13 08:50:03

Applicant PC

Quick Title PC Report from March 10, 2015

Subject Consider the Planning Commission report from the meeting on March 10, 2015

Discussion The PC had a short agenda and mostly consisted of subdivisions. The agenda includes one final plat, one lot line adjustment, two final plat adjustments, two preliminary plats, and a CUP. The CUP is for a vacation rental in a Historic Landmark home and is listed separately on the agenda.

Cost \$0.00

City Manager Recommendation Subdivision plats and one CUP.

Action Taken

Requested by John Willis

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

**CITY OF ST. GEORGE
WASHINGTON COUNTY, UTAH**

PLANNING COMMISSION REPORT: MARCH 10, 2015
CITY COUNCIL MEETING: MARCH 19, 2015

1. **FINAL PLATS (FP)**

Consider approval of a twelve (12) lot residential subdivision for **"Cornerstone Phase 2"**. The representative is Mr. Roger Bundy, R&B Surveying. The property is zoned R-1-10 (Single Family Residential, 10,000 s.f. minimum lot sizes) and is located at approximately 3100 East and 2840 South (in the Little Valley Area). Case No. 2015-FP-001 (Staff – Todd Jacobsen).

2. **LOT LINE ADJUSTMENT (LRE)**

Consider approval of a lot line adjustment for **"731 & 735 North Industrial Road"**. The representative is Mr. Marc Brown, Brown Consulting Engineers. The property is zoned

3. **FINAL PLAT AMENDMENT (FPA)**

A. Consider approval of a fourteen (14) lot commercial subdivision amendment for **"Escalera Phase 5 Amended"**. The representative is Mr. Bob Hermandson, Bush & Gudgell. The property is zoned RE-12.5 (Residential Estates, 12,500 s.f. minimum lot sizes) and is located at 1938 East 1200 North Circle. Case No. 2015-FPA-008 (Staff – Todd Jacobsen).

B. Consider approval of a twenty-four (24) lot residential subdivision amendment for **"Gentry Lane Amended"**. The representative is Mr. Bob Hermandson, Bush & Gudgell. The property is zoned RE-123.5 (Residential Estates, 12,500 s.f. minimum lot sizes) and is located at approximately 3000 South and Gentry Lane (in the Little Valley area). Case No. 2015-FPA-009 (Staff – Todd Jacobsen)

4. **PRELIMINARY PLAT**

A. Consider approval of a preliminary plat for a nine (9) lot commercial subdivision for **"The Fields at Mall Drive"**. The applicant is Suburban Land Reserve and the representative is Mr. Dan McCay. The property is zoned PD-C (Planned Development – Commercial) and is located at 3000 East and Mall Drive. Case No. 2015-PP-007. (Staff – Wes Jenkins).

B. Consider approval of a preliminary plat for a four (4) lot residential subdivision for **"Blackberry Court Phase 3."** The applicant is Mr. Blaine Webber and the representative is Mr. Alan Hall, Rosenberg Associated. The property is zoned R-1-10

(Single Family Residential, 10,000 s.f. minimum lot sizes) and is located at Blackberry Circle. Case No. 2015-PP-006. (Staff – Wes Jenkins).

5. **CONDITIONAL USE PERMIT (CUP)**

Consider a request for a Conditional Use Permit for permission to use a landmark site as a vacation rental. The property is located at **295 South Main Street**. The zoning is RCC (Residential Central City). Case No. 2015-CUP-005. (Staff – John Willis).

6. **OTHER BUSINESS**

The Planning Commission agenda had a consideration of a guest house that exceeded the maximum allowable floor area of four hundred square feet (400 s.f.) and a basement. After discussion, the item was not acted on and the applicant chose to alter the request and resubmit at a later date.

PCR ITEM 1

Final Plat

PLANNING COMMISSION AGENDA REPORT: 03/10/2015
CITY COUNCIL MEETING: 03/19/2015

FINAL PLAT

Cornerstone Phase 2

Case No. 2015-FP-001

Request: Approval of a 12 Lot Residential Subdivision Final Plat

Representative: Roger Bundy, R&B Surveying
257 Prickley Pear Drive
Washington, UT 84780

Property: Located at approximately 3100 East and 2840 South (in the Little Valley area)

Zone: R-1-10

Staff Comments: All aspects of this Final Plat were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the Preliminary Plat conditions and approvals.

This Final Plat is ready for Planning Commission's consideration for approval.

P.C.: The Planning Commission recommends approval (4:0).

PCR ITEM 2

Lot Line Adjustment

PLANNING COMMISSION AGENDA REPORT: 03/10/2015
CITY COUNCIL MEETING: 03/19/2015

LOT LINE ADJUSTMENT

731 & 735 North Industrial Road

Case No. 2015-LRE-001

Request: Approval of a Lot Line Adjustment

Representative: Marc Brown, Brown Consulting Engineers
163 South 1600 West, #5
St. George, UT 84770

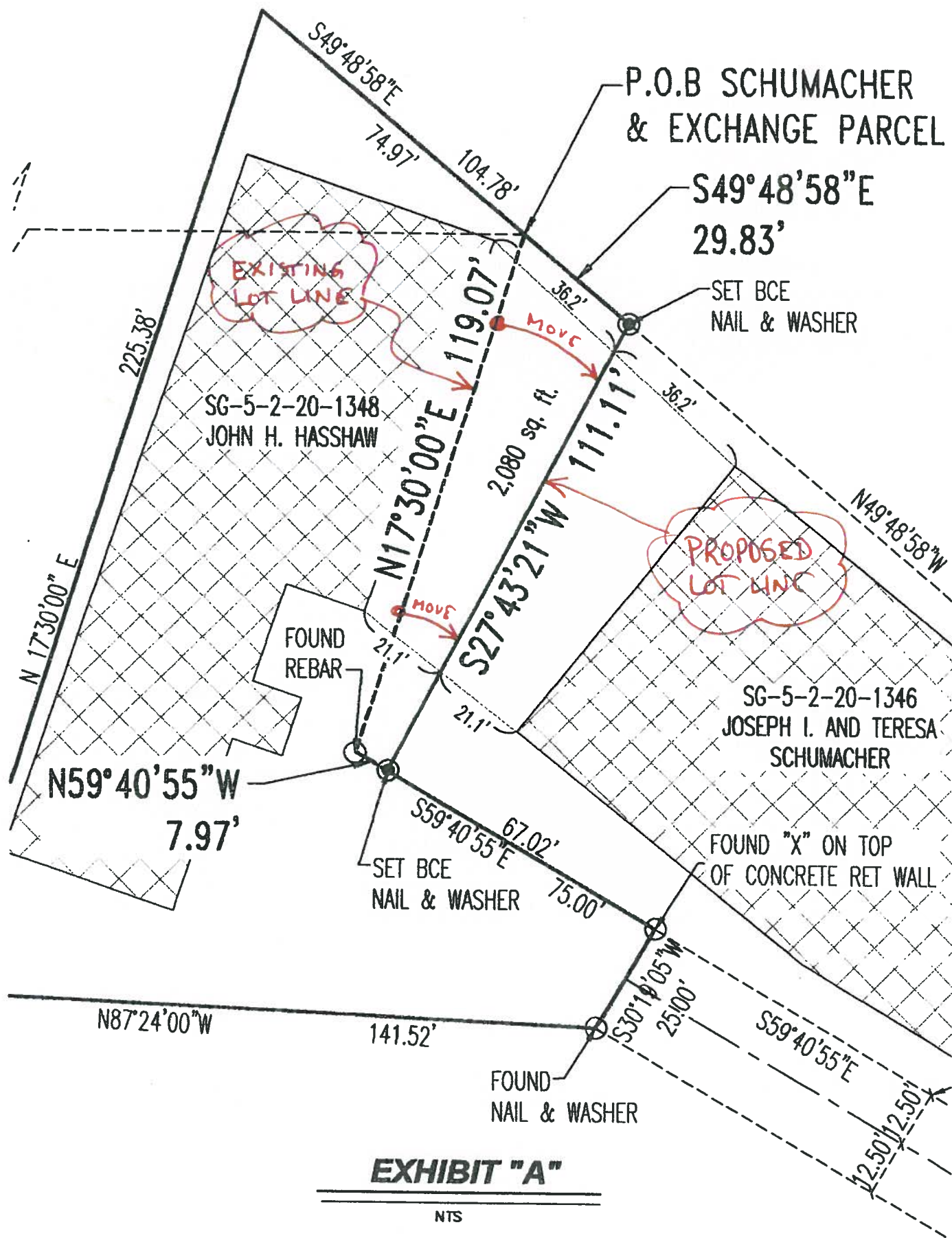
Property: Located between 731 North and 735 North, Industrial Road (in the old St. George Industrial Park)

Zone: M-1

Staff Comments: All aspects of this Lot Line Adjustment were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the Preliminary Plat conditions and approvals.

This Lot Line Adjustment is ready for Planning Commission's consideration for approval.

P.C.: The Planning Commission recommends approval (4:0).



PCR ITEM 3A

Final Plat Amendment

PLANNING COMMISSION AGENDA REPORT: 03/10/2015
CITY COUNCIL MEETING: 03/19/2015

FINAL PLAT AMENDMENT

Escalera Phase 5 Amended

Case No. 2015-FPA-008

Request: Approval of a 14 Lot Residential Subdivision Final Plat Amendment

Representative: Bob Hermandson, Bush and Gudgell
205 E. Tabernacle St., Suite 4
St. George, UT 84770

Property: Located at 1938 East 1200 North Circle

Zone: RE-12.5

Staff Comments: The purpose of this Final Plat Amendment is to adjust the Lot Line between Lots 510 and 513. This is to accommodate the pool that was built over the Lot Line. No other changes were made or were intended.

All aspects of this Final Plat Amendment were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the Preliminary Plat conditions and approvals.

This Final Plat Amendment is ready for Planning Commission's consideration for approval.

P.C.: The Planning Commission recommends approval (4:0).



MORTGAGEE'S CONSENT TO RECORD

THE UNDERSIGNED, STATE BANK OF SOUTHERN UTAH, MORTGAGEE OF RECORD OF ESCALERA PHASE 5, DOES HEREBY CONSENT TO THE RECORRING OF THE HEREON ENTITLED PROJECT AND JOBS IN THE DISPOSITION OF PUBLIC STREETS AS NOTED HEREON AND JOBS IN THE CONVEYANCE OF EASEMENTS HEREON.

BY _____ FOR: STATE BANK OF SOUTHERN UTAH

MORTGAGEE'S ACKNOWLEDGMENT

STATE OF _____ COUNTY OF _____ } s.s.

ON THIS _____ DAY OF _____ A.D. 20____, PERSONALLY APPEARED BEFORE ME, _____ OF STATE BANK OF SOUTHERN UTAH, AS NOTARY PUBLIC, _____, EXECUTED THE FOREGOING MORTGAGEE'S CONSENT TO RECORD ON BEHALF OF SAID CORPORATION BY AUTHORITY OF THE BOARD OF DIRECTORS AND I DO ACKNOWLEDGE TO ME THAT THE CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC _____ COMMISSION NUMBER: _____
NOTARY PUBLIC FULL NAME: _____ MY COMMISSION EXPIRES: _____
STAMP IS NOT REQUIRED PER UTAH CODE 46-1-10(4) A NOTARY PUBLIC COMMISSIONED IN UTAH

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF _____ COUNTY OF _____ } s.s.

ON THE _____ DAY OF _____ 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, _____, AND THAT HE EXECUTED THE FOREGOING UNDERT'S DECLARATION IN BEHALF OF SAID LIMITED LIABILITY COMPANY AND I DO ACKNOWLEDGE TO ME THAT THE COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC _____ COMMISSION NUMBER: _____
NOTARY PUBLIC FULL NAME: _____ MY COMMISSION EXPIRES: _____
STAMP IS NOT REQUIRED PER UTAH CODE 46-1-10(4) A NOTARY PUBLIC COMMISSIONED IN UTAH

ESCALERA PHASE 5 AMENDED

LOCATED IN: SECTION 16, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN
FILE: 310317FF

SHEET 2 OF SHEETS 2

ESCALERA PHASE 5 AMENDED

SECTION 16 TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN

APR 11 2011
FILED
COUNTY OF SALT LAKE
DEPUTY CLERK

BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East 700 South, Suite 100
Salt Lake City, Utah 84143
Phone (801) 973-7373 / Fax (801) 973-1813
www.bushgudgell.com



PCR ITEM 3B

Final Plat Amendment

PLANNING COMMISSION AGENDA REPORT: 03/10/2015
CITY COUNCIL MEETING: 03/19/2015

FINAL PLAT AMENDMENT

Gentry Lane Amended

Case No. 2015-FPA-009

Request: Approval of a 24 Lot Residential Subdivision Final Plat Amendment

Representative: Bob Hermandson, Bush and Gudgell
205 E. Tabernacle St., Suite 4
St. George, UT 84770

Property: Located at approximately 3000 South and Gentry Lane (in the Little Valley area)

Zone: RE-12.5

Staff Comments: The purpose of this Final Plat Amendment is to adjust the 15.0 Foot wide Trail Area that was dedicated to the City of St. George with the original Plat to match how the trail was actually built on the ground. This area is located between Lots 6 & 7. No other changes were made or intended.

All aspects of this Final Plat Amendment were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the Preliminary Plat conditions and approvals.

This Final Plat Amendment is ready for Planning Commission's consideration for approval.

P.C.: The Planning Commission recommends approval (4:0).

| LINE NO. | CODE FROM | LINE TO |
|----------|--------------|---------|
| L1 | M 270335 W | 11 78 |
| L2 | M 270335 W | 12 80 |
| L3 | S 80335 36 E | 23 00 |
| L4 | S 111804 E | 6 59 |
| L5 | B 80335 36 E | 22 83 |
| L6 | S 270335 C | 12 87 |
| L7 | M 270335 W | 11 78 |

ITEM 4A

Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 03/10/2015
CITY COUNCIL MEETING: 03/19/2015

PRELIMINARY PLAT

The Fields @ Mall Drive

Case No. 2015-PP-007

Request: A request to approve a preliminary plat for a nine (9) lot commercial subdivision

Location: Mall Drive and 3000 East

Property: 23.51 acres

Number of Lots: 9

Density:

Zoning: PD-C

Adjacent zones: This plat is surrounded by the following zones:
North –
South –
East --
West –

General Plan: Commercial (COM)

Applicant: Suburban Land Reserve

Representative: Ray Alton, Rosenberg Associates

Comments: The southern entrance on 3000 East is a RI/RO for delivery trucks only but still needs to be worked out during the construction drawing process

The drainage ditch south of the project is to be relocated

Property dedications, easements, cross accesses, and other items are to be determined with the Development Agreement.

P.C.: The Planning Commission motion was to recommend approval of the Preliminary Plat conditioned on legal approval of the development agreement that has terms that are satisfactory to the City for not just the global preliminary plat but the phasing as well.

ITEM 4B

Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 03/10/2015
CITY COUNCIL MEETING: 03/19/2015

PRELIMINARY PLAT
Blackberry Court Phase 3
Case No. 2015-PP-006

Request: A request to approve a preliminary plat amendment for a four (4) lot residential subdivision

Location: Blackberry Circle

Property: 3.0 acres

Number of Lots: 4

Density: 0.8 dwelling units per acre

Zoning: R-1-10

Adjacent zones: This plat is surrounded by the following zones:
North – R-1-10
South – R-1-10
East – R-1-10
West – OS

General Plan: Low Density Residential (LDR)

Applicant: Blaine Webber

Representative: Alan Hall, Rosenberg Associates

Comments: This plat will finish an existing cul-de-sac. Drainage will have to convey west of the project. The lots are not in the floodplain but they are in the erosion hazard boundary and will need erosion protection.

P.C.: Planning Commission recommended approval (4:0)

**PRELIMINARY PLAN OF
BLACKBERRY COURT
PHASE 3**

PHASE 3
AN R-10 SINGLE FAMILY SUBDIVISION
LOCATED IN THE EAST HALF OF
SECTION 14, TOWNSHIP 43 NORTH RANGE 10 WEST
OF THE 6TH LANGE BASS AND MERRILL

SITE DATA - OVERALL
PROJECT ZONING: R-10
TOTAL SITE AREA: 2.0 ACRES
USABLE PAVEMENT LOTS: 4 DU
1 LOT AREA: 10000 SF
PERCENTAGE: 0.5 DENS/AC
TEACHERS: FROM 17
STUDENTS: 27

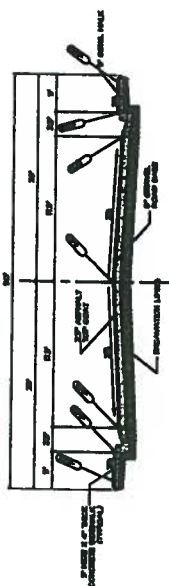
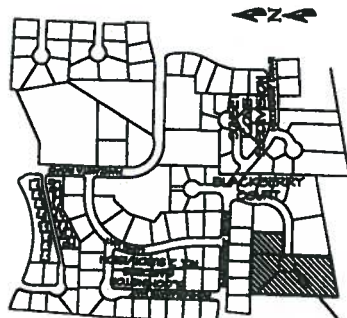
OWNER/DEVELOPER

GEOTECHNICAL ENGINEER
We are seeking a full time position in
Jackson, Tennessee and interested
can forward their resume to
Mr. Manning, Human Resources

LOT 14 WALL & DRAINAGE DETAIL

CITY OF ST. GEORGE VICINITY MAP

TYPICAL ST STREET CROSS SECTION

[illegible]

Request For Council Action

Date Submitted 2015-03-09 11:40:48

Applicant Mr. Chris Potter

Quick Title CUP for a vacation home in a historic landmark home.

Subject Consider a request for a Conditional Use Permit for permission to use a landmark site as a vacation rental. The property is located at 295 South Main Street. The zoning is RCC (Residential Central City). Case No. 2015-CUP-005. (Staff & John Willis).

Discussion Historic landmark homes may be considered for limited commercial use. Recently, the City Council has approved CUP's for vacation rental in landmark homes. The proposed location was the previous location of the Book Loft. Planning Commission recommends approval.

Cost \$0.00

City Manager Recommendation Appears to be a good use to keep the historical home in good shape. PC recommends approval.

Action Taken

Requested by John Willis

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

PCR 5 CUP / Vacation Rental

PLANNING COMMISSION REPORT: 03/10/2015
CITY COUNCIL MEETING: 03/19/2015

CONDITIONAL USE PERMIT: Case # 2015-CUP-005

Request: A request to approve a conditional use permit to operate a vacation rental out of an existing landmark home.

Property: The property is located at 295 S. Main Street (formerly operated as the Book Loft).

Landmark: This is a landmark site established by the City Historical Preservation committee. It's known as the "*Miner Grant Prisbrey Home*" The home was one of the first landmark designated sites in the City. The mulberry tree in front has historic significates to the property and is over a 100 years old. For several years, the house has been operated as a used book store for rare, unique, and out of print books.

Applicant(s): Mr.Chris Potter
75 S 100 E #2A
St. George, Utah 84770

Zoning: RCC (Residential Central City)

Ordinance(s):Previously, the Planning Commission spent considerable time discussing the difference between a B&B and a vacation rental for 252 N Main Street and 278 North 100 West. The City Council considered and approved the request for a vacation rental in a landmark home. Note that this is a similar request.

The 'Landmark Section' Section 10-21-3.D permits a B&B but states that the owner must live in the residence. Due to the size of the home and the owner's intention not to reside there, the owner does not wish to operate a B&B (but to instead rent the landmark home as a vacation rental). The Council supported the language found under Section 10-21-3 that reads: . . ."other commercial uses deemed appropriate by the city council . . ."

Conditional Uses

Title 10 Chapter Section 10-17-8 reads: "*The Planning Commission may recommend approval or denial of the conditional use application to the City Council in public meeting. In recommending approval of any conditional use, the Planning Commission shall suggest regulations and conditions as are necessary*

to protect the public health, safety, welfare and aesthetics of the city. (Ord. 2007-01-001, 1-4-2007)."

Landmark Sites

Title 10 Chapter 21, Section 10-21-3 "Conditional Uses for Landmark Sites" reads:

"The City Council, upon recommendation of the Planning Commission, may permit as a conditional use on landmark sites the following uses:

Offices and other commercial uses deemed appropriate by the city council provided the following conditions are satisfied:

- A. Substantial investment is made to upgrade the property.*
 - B. Any renovation shall maintain or enhance the historic, architectural and aesthetic features of the property.*
 - C. The proposed use shall generate only minimal traffic or parking demand as determined by the city council.*
 - D. For bed and breakfast inns, the owner shall reside in the dwelling.*
- (Note: This request is not 'for' a B&B)

Failure to comply with any of the above conditions may result in the revocation of the conditional use permit and any business license related to the commercial use of the property. (Ord. 2006-04-003, 4-6-2006)

Parking: The previous use was as a used book store named the Book Loft, which had been in operations for several years. The facility is proposed to have three (3) to four (4) bedrooms on site and parking was based on those rooms. The current driveway will accommodate approximately four (4) to five (5) vehicles on site and potentially more if stacking occurred.

Narrative: See attachment.

Noticing: Notice letters were sent to property owners within a 300 ft. radius and notice was posted in four (4) public places [on the City website, State website, and on two (2) bulletin boards in the City].

Comments: The applicant intends to rent the house to one large group with occupancy of eight (8) to ten (10) individuals. Renting to one large group reduces the potential issues with parking. The Planning Commission will have to determine if the use is appropriate and if adequate parking is available.

According to the applicant, the current home is in disrepair and intends to invest a considerable amount to improve the property. Any exterior modifications to the

property would require the Historic Preservation Committee and City Council approval for a permit. In addition, with the historic significance of the tree and also being located along Main Street, staff recommends that they property owner consult with the City Forester on any modification to the front tress.

It is the intent of the Property owner to use the home as a Vacation Rental property. No manager will live on site. The use would be similar to several other Historic Landmark properties in the City (e.g. the Heinrich Gubler home (Greene Manor) at 162 S. 300 West, the Arthur Miles home at 212 S. 200 East, the Thompson Mansion at 212 N. 100 West, the James Bleak Home at 391 S. Main Street, the recently approved vacation rental at 252 N Main Street (Julia Graff Home) and 278 North 100 West (Erastus "Ras" Goddard Whitehead Home).

The City Council has approved similar cases (Julia Graff Home and Erastus "Ras" Goddard Whitehead Home) as a **vacation rental** and not as a bed & breakfast; the distinction was made between the proposed vacation rental in a designated landmark home vs. the use as a B&B (Bed & Breakfast). A CUP allows a limited commercial use in a residential zone for a landmark property. Section 10-21-3.D permits a B&B but states that the owner must live in the residence. Due to the size of that home and the owner's intent not to reside there, the owners don't wish to operate a B&B (*but to rent the landmark home as a vacation rental instead*). Instead, Sections 10-21-3 and 3-2P-3 were applied by council allowing for a waiver that no on-site manager was required if the conditions (*listed above*) were adhered to for cleaning and room service. A property management company will be to insure the cleaning and servicing will occur regularly and comply with the City's conditions.

Planning Commission: **Planning Commission Recommends approval with the following conditions designed to minimize the impact of the CUP on the community and neighbors:**

1. As to the condition of landscaping, there should be significant improvement to what is existing in order to make it attractive and unobtrusive and that it be maintained in that condition throughout the tenure of the CUP.
2. Only one group be allowed to rent the facility at a time; no combining groups of any manner and no more than 10 tenants be allowed overnight at any time and in the event that the number of bedrooms be less than four, the number of tenants be reduced by 2 per unit.
3. Require a local manager for facility and that manager is available at all times of occupancy to ensure that the rooms are clean between rentals or groups and that at the very least, if the group is there longer than a week, it be cleaned at least once a week. The contact information for the local manager be on the property, visible not to just the occupants but to the neighbors as well.
4. The applicant maintain the size of the existing parking – parking can be increased but not decreased

5. The tree in the front of the house be inspected by a licensed and qualified arborist. If in the opinion of the arborist it can be preserved, then it is preserved and the recommendations of the licensed professional be followed.
6. The applicant restricts noise on the premises after 11:00 pm so it is not noticeable inside the homes of the adjoining neighbors.
7. The onsite parking is approved by staff for configuration
8. The applicant complies with code requirements for hotels except the on-site manager is not required and the rooms do not need to be cleaned daily but at least weekly and between groups.
9. The records related to this business be maintained by the manager at the managers facility or office.
10. If building reverts back to Single Family use that the CUP be terminated and any other use would require a new CUP application
11. not to be used as office or commercial retail unless approved with new CUP

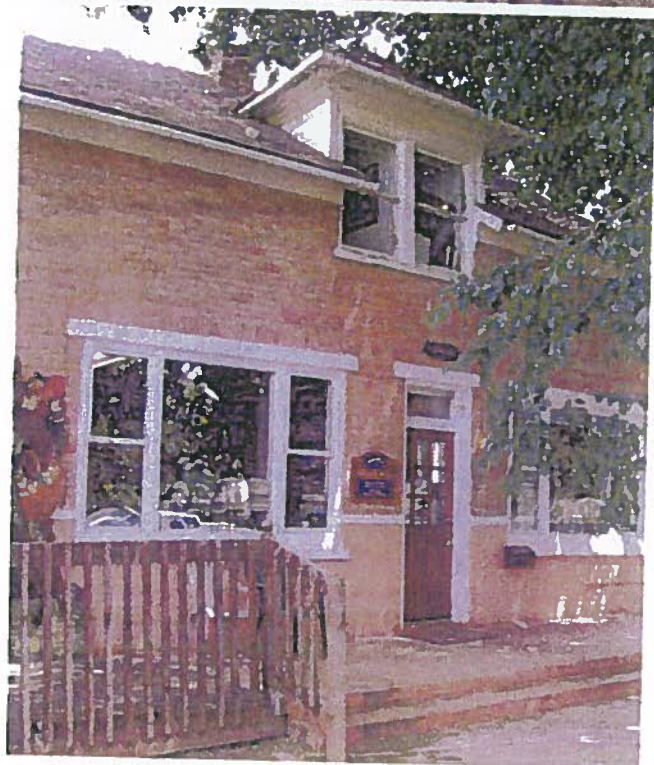
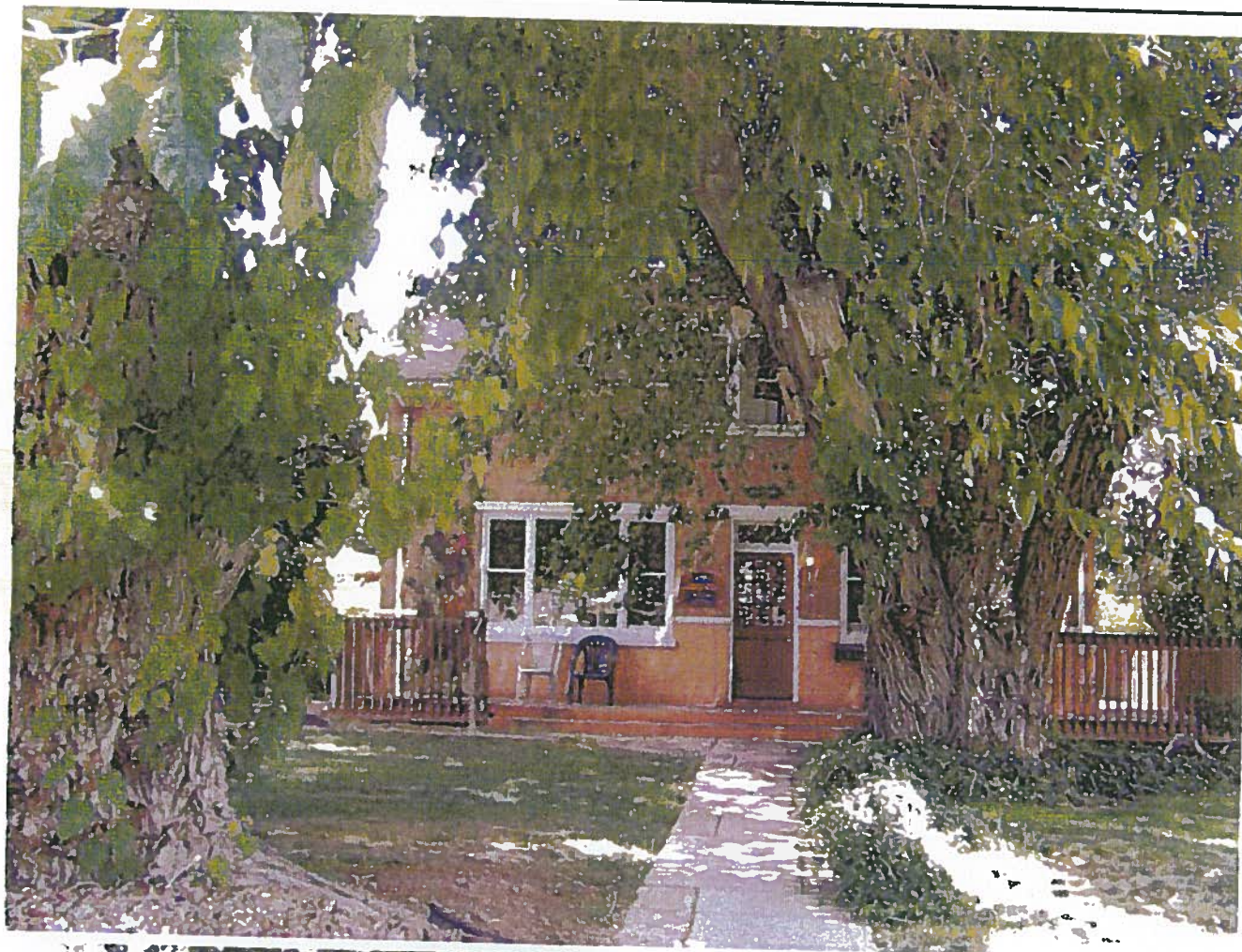
Findings:

| Yes | N/A | Category | Description |
|--|-----|---------------|---|
| | N/A | A. Noise | 1. Excessive noise (unwanted or undesired sound) can cause serious impacts to health, property values, and economic productivity. Conditional uses shall not impose excessive noise on surrounding uses. "Excessive noise" generally means noise that is prolonged, unusual, or a level of noise that in its time, place and use annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others. |
| | N/A | B. Dust | 1. Comply with all air quality standards, state, federal and local.
2. Use shall not create unusual or obnoxious dust beyond the property line. |
| | N/A | C. Odors | 1. Comply with all air quality standards, state, federal and local.
2. Use shall not create unusual or obnoxious odors beyond the property line. |
| | | D. Aesthetics | 1. Blend harmoniously with the neighborhood so the use does not change the characteristics of the zone and the impact of the use on surrounding properties is reduced. |
| Discourage any on-street parking | N/A | E. Safety | 1. Take the necessary measures to avoid or mitigate any safety problems created by the use, including problems due to traffic, rock fall, erosion, flooding, fire, hazardous materials, or related problems.

2. Uses shall not locate within the 100-year floodplain as identified by FEMA unless expressly recommended by the city engineer in conformance with city engineering standards and all state, local and federal laws. |
| Keep parking on site and regulate number of vehicles permitted | | F. Traffic | 1. Traffic increases due to the conditional use shall not cause streets or nearby intersections to fall more than one grade from the existing level of service grade or fall below a level of service "D". |

| | | | |
|--|-----|---|--|
| | | | 2. Uses shall follow city access management standards and not create hazards to other drivers or pedestrians. |
| No change in existing height | N/A | G. Height | <p>1. Buildings shall fit into the overall context of the surrounding area.</p> <p>2. Photo simulations are required showing all sides of the building(s) and showing how the building fits into the surrounding area to include not less than five hundred feet (500') in all directions from the building and including its relationship to nearby ridges, hills, and buildings.</p> |
| | N/A | H. Hours of Operation | 1. Nonresidential uses operating in proximity to or within a residential zone shall limit hours of operation so as not to disturb the peace and quiet of the adjacent residential area. |
| | N/A | I. Saturation / Spacing | 1. To the extent feasible, nonresidential uses allowed in residential zones as conditional uses shall be dispersed throughout the community rather than concentrated in certain residential areas. |
| Maintain historical character of home. | | J. Maintain Character and purpose of zone | 1. Uses shall be consistent with the character and purpose of the zone within which they are located. |
| | N/A | K. Public Health | <p>1. Use shall comply with all sanitation and solid waste disposal codes.</p> <p>2. Use shall not create public health concerns. (Ord. 2007-01-001, 1-4-2007)</p> |

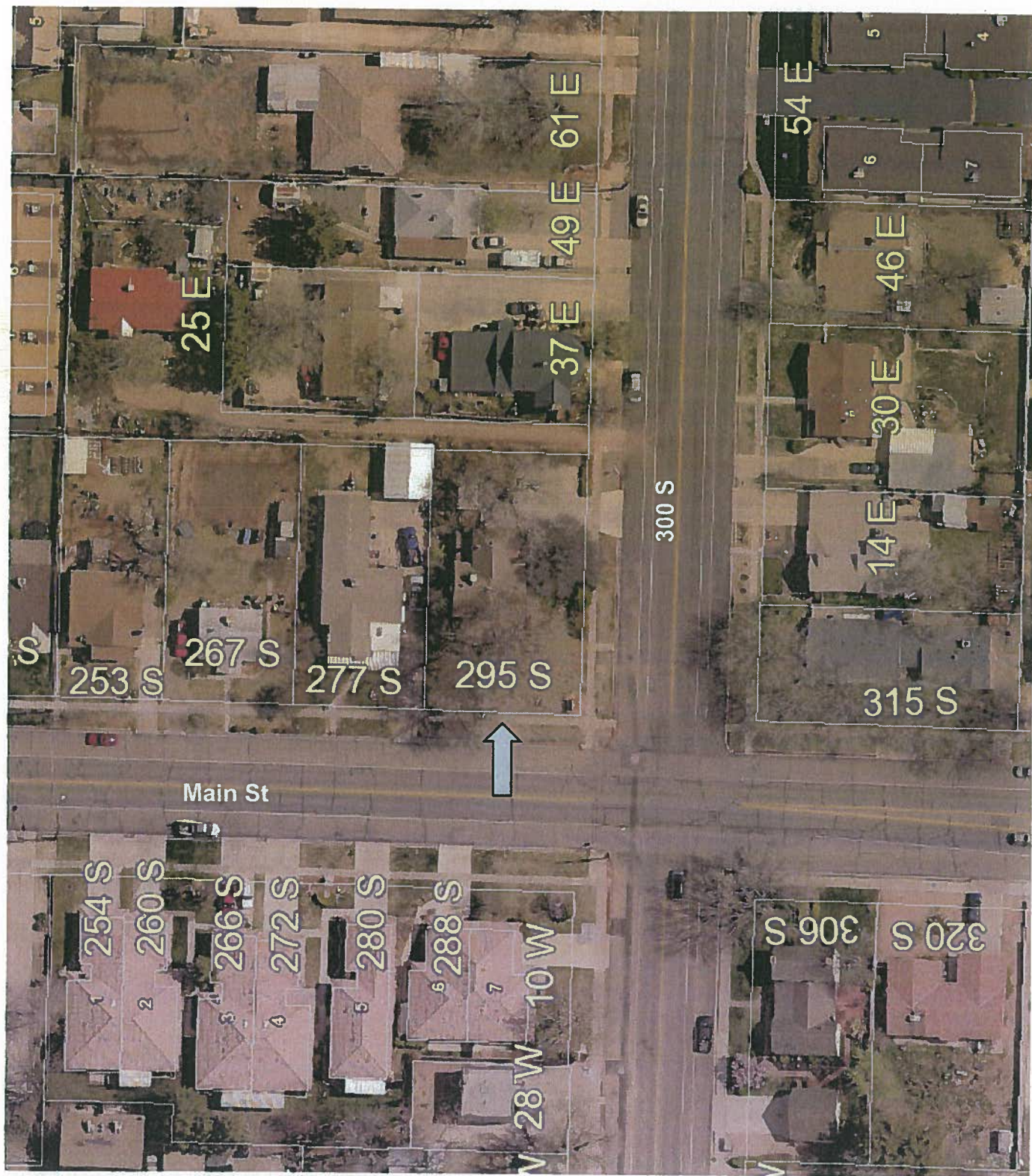
Miner Prisbey Home - 295 South Main Street



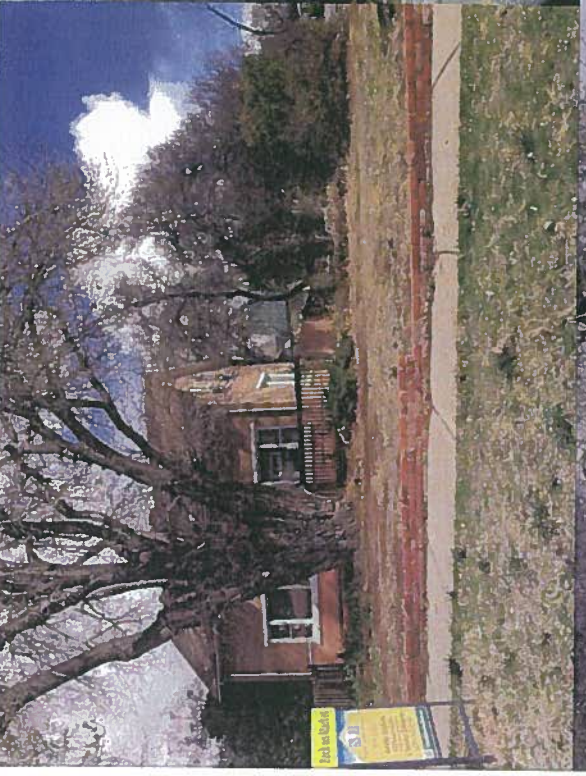
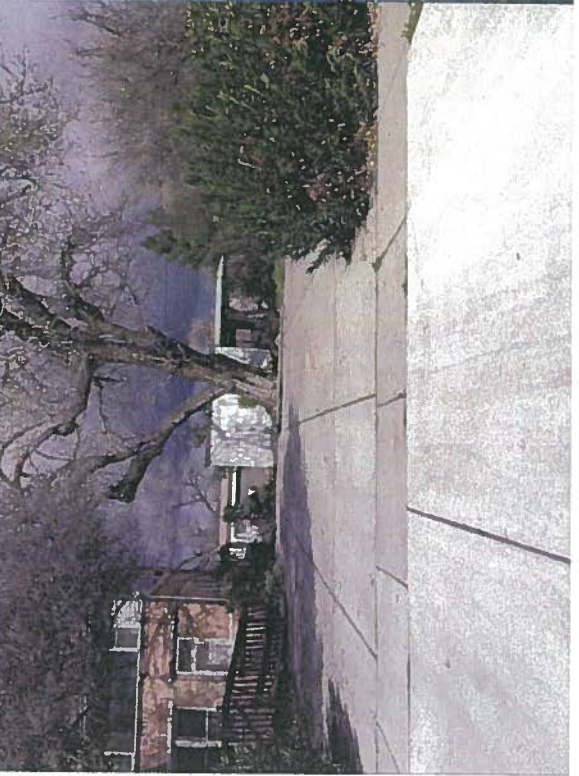
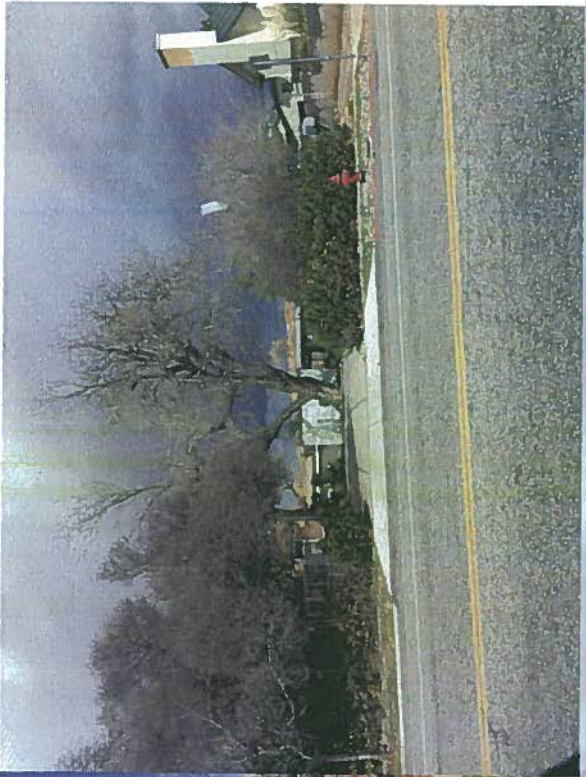
The old mulberry tree out in front of this house is over 100 years old. Its shade has protected the home and generations of passers by. In days gone by, a barrel at its base provided cool drinking water.

After Miner Prisbey passed away, his wife Sadie lived in the home until a little cottage two doors north was built for her.

The house is currently being used a bookstore for rare, unique, and out-of print books.







**CONDITIONAL USE PERMIT
APPLICATION & CHECKLIST**

RECEIVED
FEB 24 2015
BY: _____



I. PROPERTY OWNER(S) / APPLICANT INFORMATION

APPLICANT: Chris Potter
(If different than owner)

MAILING ADDRESS: 75 S. 100 E. #2A
St George, UT 84770

PHONE: 801 860 5053 CELL: SAME FAX: 435 674 5531

E-MAIL ADDRESS: potterrealty@gmail.com

LOCATION OF SUBJECT PROPERTY: 295 S. Main St
St George, UT 84770

CONTACT PERSON / REPRESENTATIVE (if applicable): _____
(If different than owner)

MAILING ADDRESS: _____

PHONE: _____ CELL: _____ FAX: _____

E-MAIL ADDRESS: _____

II. PROPERTY INFORMATION

ZONING: RCC SUBDIVISION: St George Townsite

TAX I.D. NUMBER (PARCEL SERIAL NUMBER): SG-27-A

EXISTING USE: The Book Loft
Use of property and/or Buildings

PROPOSED USE: Vacation rentals (less than 30 days)
Use of property and/or Buildings.

OFFICE STAFF USE ONLY

CASE NO. 2015-CUP-005 FILING DATE: 2/25/15 RECEIVED BY: js RECEIPT: _____

FEE: \$300.00 – PAYABLE BY CHECK OR MONEY ORDER. CASH WILL NOT BE ACCEPTED

295 S Main St (Currently Doc's Book Loft)

My name is Chris Potter and I currently have under contract the property located at 295 S Main St, St George. My hopes with this property are to get a CUP to allow short-term vacation rentals for periods of less than 30 days. I think that this would be a great use for the property since it is within walking distance of some of the restaurants and shops on Main st and Tabernacle.

This property has had 20 years worth of deferred maintenance, so it will need a substantial investment to make it rentable. I estimate that it will need \$100k-\$150k worth of renovations and furniture to make it an amazing vacation rental. One of the items that need to be addressed are the electrical conduits running along the exterior of the property. They are a huge eye-sore and take away from the historical integrity of the home. There is noticeable termite damage which has supposedly been treated but will have to be looked into. Many items in the home make it functionally obsolete so there are expensive challenges to bring it up to today's standards. These items include plumbing, electrical, and HVAC.

I estimate that there is enough room on the driveway for 4-5 vehicles. There is room for parking on 300 S, but with what my plans are with the property, I don't think that the street parking will be needed. Most groups for a house this size that I will be renting to should have no more than 2-3 vehicles.

I plan to rent the entire home to one individual or group; I do not plan to split it up. It will have 3-4 bedrooms, 2 bathrooms, and will rent for somewhere between \$200-\$250/night as a base rent on a non-holiday. The home will accommodate a total of 8-10 people, but I hope to attract groups of 4-6. There will be a cleaning fee as the property will be cleaned in between each rental period. There will be a requirement to rent the property for a minimum of 2-3 nights and transient/sales taxes will be collected on all rental income as per current tax rates.

I met with some of the members of the planning commission this morning (2/24/15) in a preliminary meeting, and they instructed me that I will need to be aware of the old trees on the property and that they will need to stay on the property. They also told me to speak with someone from the forestry service so I left them a message (2/24/15).

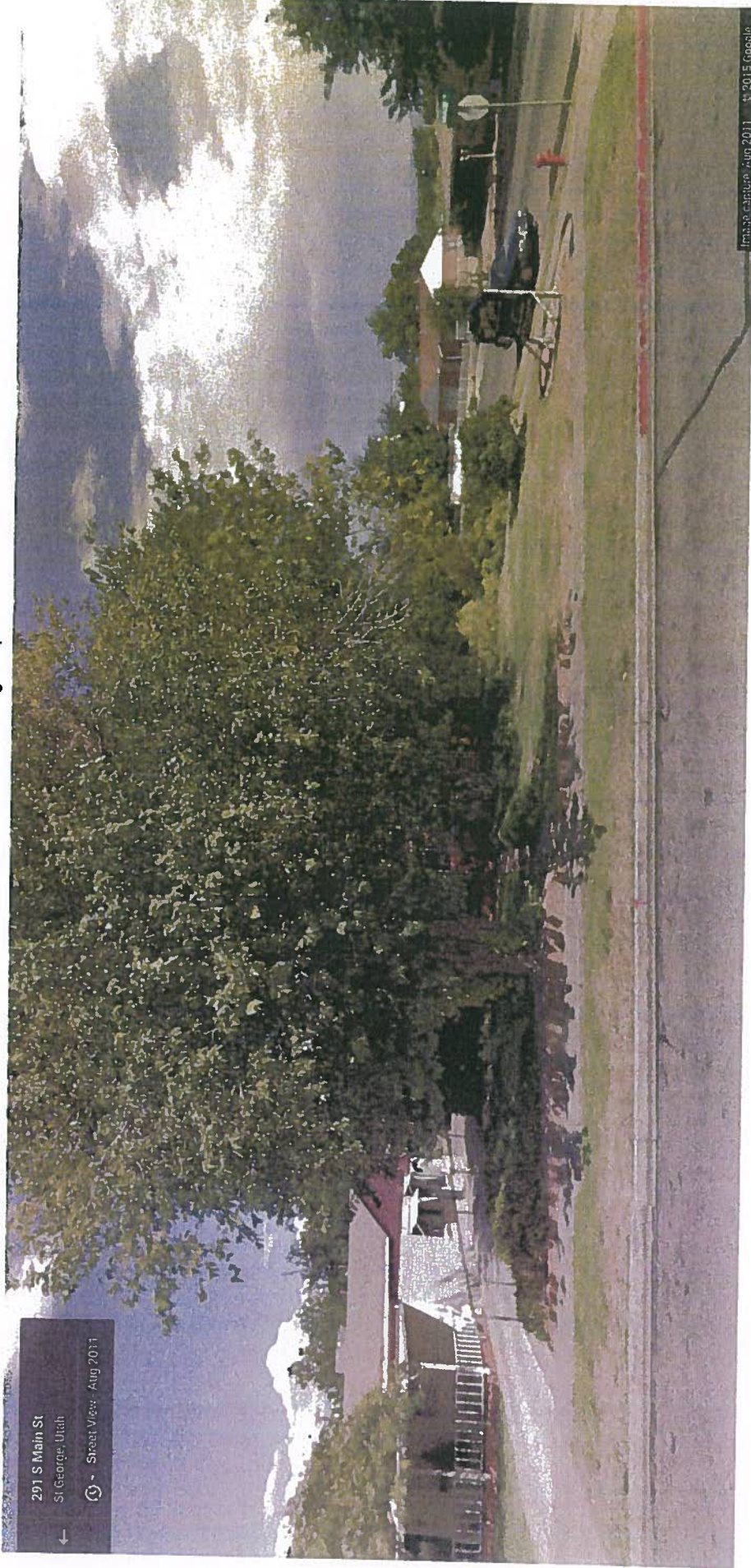
Chris Potter

75 S. 100 E. Ste2A, St George

435-319-0025

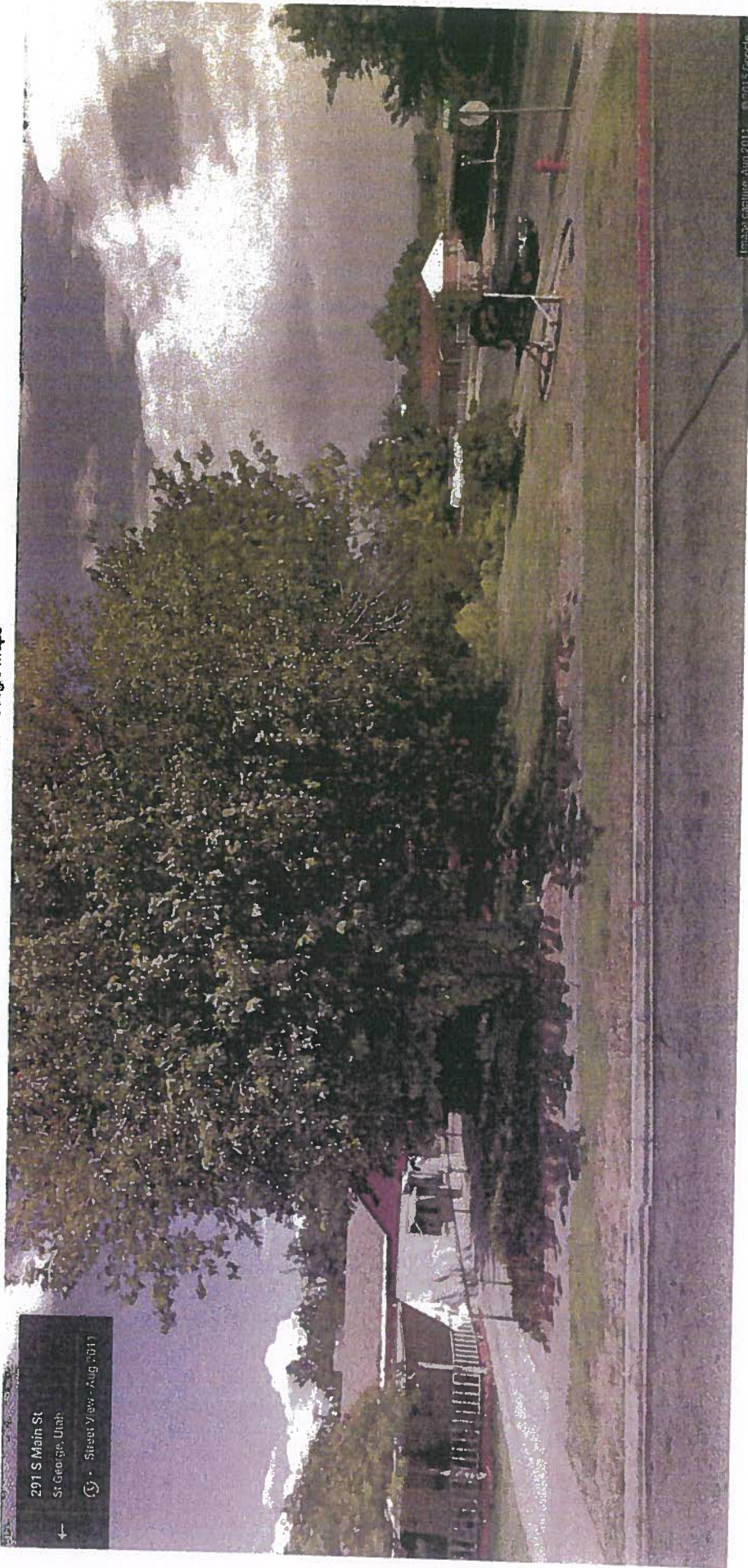
2/24/2015

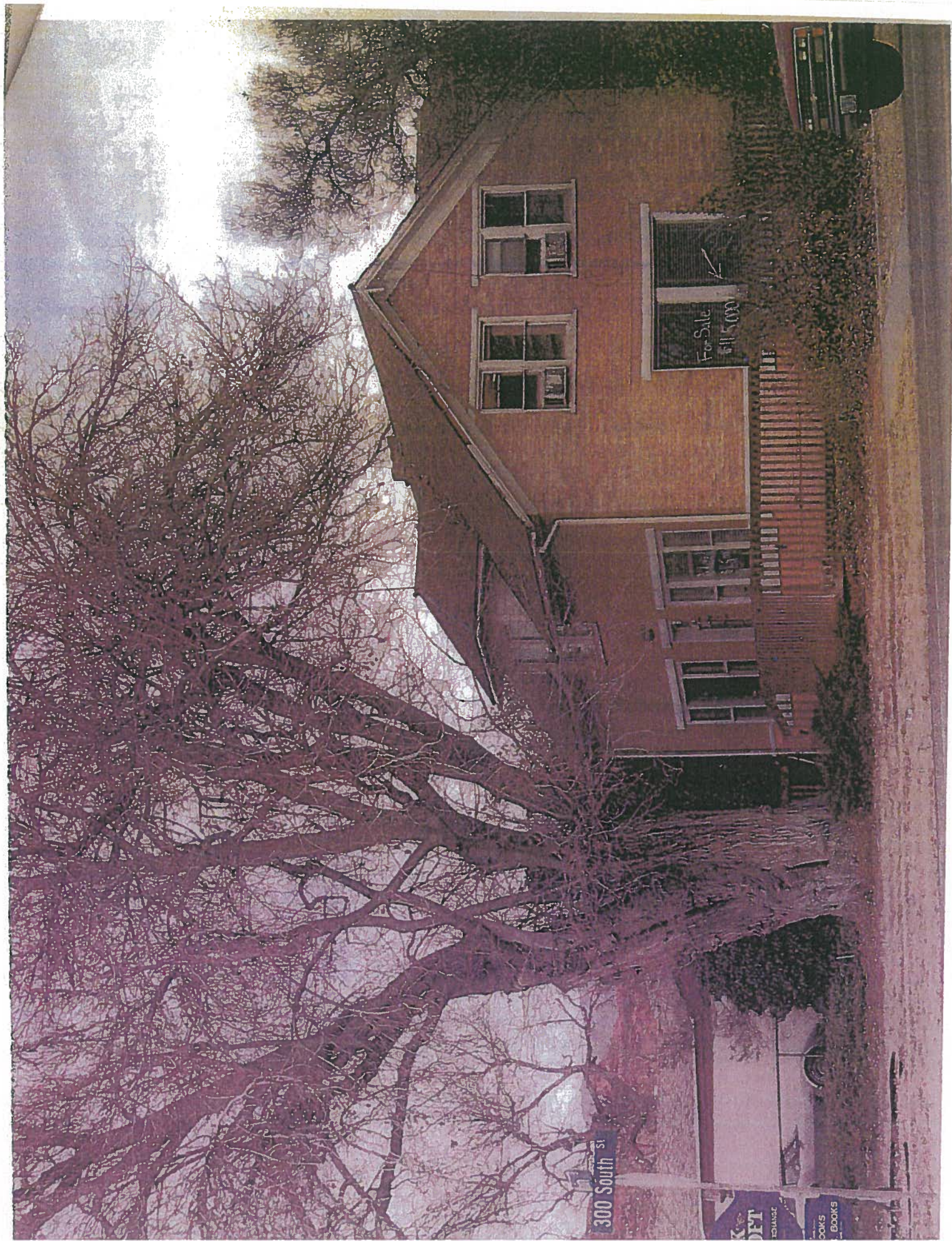
295 S Main St - Google Maps

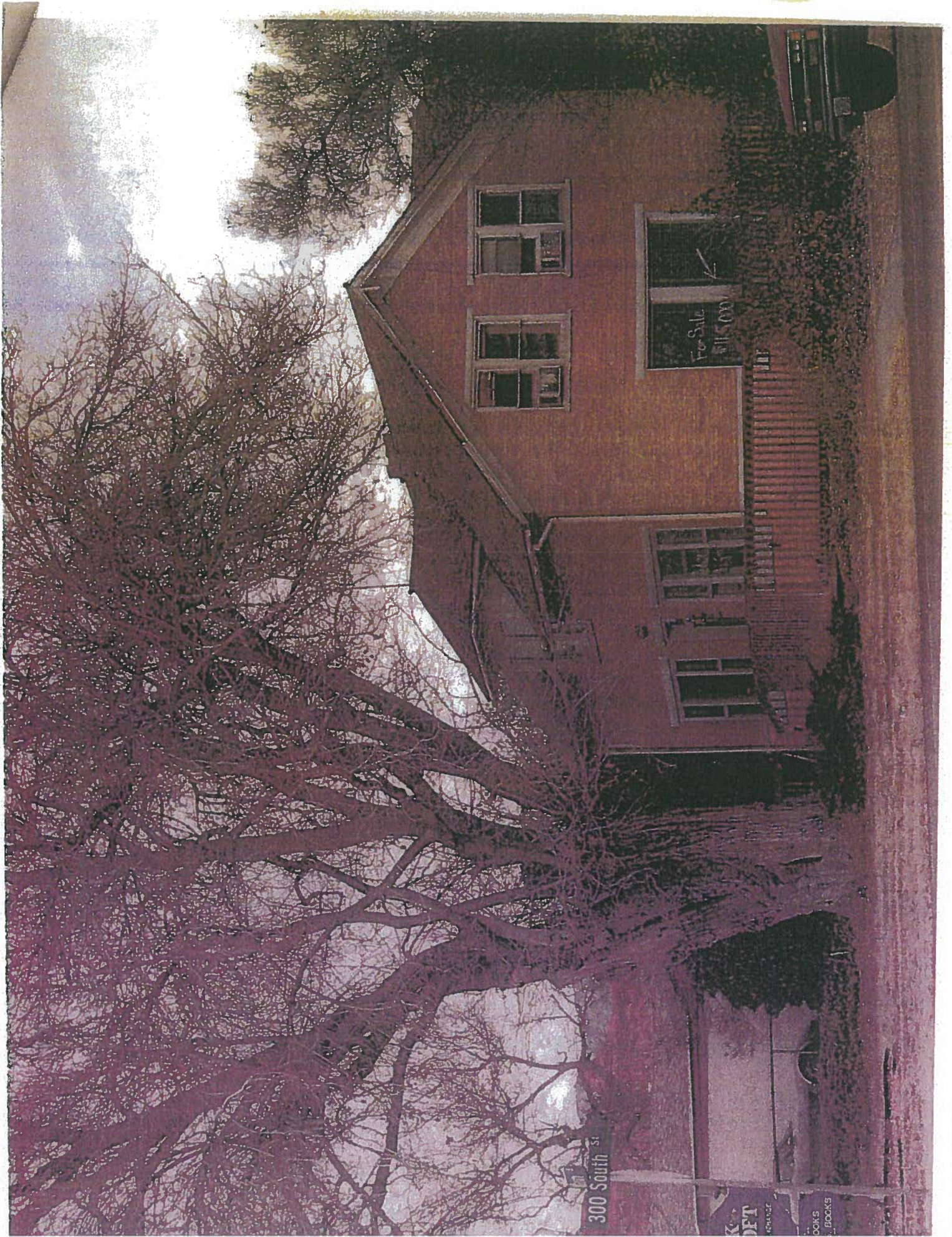


2/24/2015

295 S Main St - Google Maps







For Sale
\$115,000

300 South St

LOOKS
DOCKS

DRAFT

Agenda Item Number : **6E**

Request For Council Action

Date Submitted 2015-03-12 17:03:59

Applicant Matt Hamblin

Quick Title Wirless Site Lease Agreement with Tonaquint Networks LLC

Subject

Discussion Proposed use of City pole within the Stonecliff water site for a wireless spot.

Cost \$0.00

City Manager Recommendation The City has the property where the existing and new water storage tanks are located on the hill at Stonecliff. There is an existing pole at that location that is used for radio coverage for our public safety. Tonaquint Networks is proposing to locate on that pole in exchange for a reduction in the cost of the City to use the Tonaquint Data Center for storage of our servers.

Action Taken

Requested by Marc Mortensen

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

Request For Council Action

Date Submitted 2015-03-13 09:00:32

Applicant Rich Stehmeier

Quick Title SkyWest Fuel Farm Lease

Subject Consider approval of a renewal of a Fuel Facilities Lease for Skywest.

Discussion This is a year-by-year lease.

Cost \$0.00

**City Manager
Recommendation** Recommend approval.

Action Taken

Requested by Cameron Cutler

File Attachments [SkyWest - Fuel Facilities Lease - Final - 03 11 15.pdf](#)

**Approved by Legal
Department?**

Approved in Budget? **Amount:**

Additional Comments

Attachments [SkyWest - Fuel Facilities Lease - Final - 03 11 15.pdf](#)



FUEL FACILITIES LEASE

BETWEEN

CITY OF ST. GEORGE

AND

SKYWEST AIRLINES, INC.

FUEL FACILITIES LEASE

THIS FUEL FACILITIES LEASE (which, as amended from time to time, is defined herein as the "Agreement") is effective as of the ____ day of _____, 2015, by and between the City of St. George, Utah, a Utah municipal corporation, (the "City") and SkyWest Airlines, Inc., a Utah corporation, ("Tenant").

RECITALS

WHEREAS, City owns and operates an airport located at 4550 S. Airport Parkway, St. George, Utah 84790 (the "Airport"); and

WHEREAS, Tenant is a corporation primarily engaged in the business of providing Air Transportation, meaning the transport of persons, property, cargo, or mail by aircraft; and

WHEREAS, Tenant licenses from City premises for a fueling facility for the purpose of conducting self-fueling for Tenant's aircraft providing commercial scheduled service as a common carrier; and

WHEREAS, Tenant desires to lease such fueling facility premises for such purpose; and

WHEREAS, City and Tenant desire to enter this Agreement to provide for Tenant's self-fueling operations and to permit such operations for other Airlines as they may commence service over time; and

WHEREAS, City and Tenant also desire to allow fueling operations to be conducted pursuant to an Interline Agreement (as defined herein) and to permit an assignment of this Agreement in connection therewith;

NOW, THEREFORE, in consideration of the payment of TEN AND NO/100 DOLLARS (\$10.00), the foregoing recitals and the covenants and conditions stated herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.**

For purposes of this Agreement, the words and phrases in this Section 1 shall have the following meanings:

A. **"Agreement"** means this FUEL FACILITIES LEASE entered between the parties effective as of the day first set forth above.

B. **"Air Transportation"** means the transport of persons, property, cargo, or mail by aircraft.

C. **"Airline"** means a company that is primarily engaged in Air Transportation which conducts commercial scheduled service operations as a common carrier at the Airport, and such term does not include charter operations or other operations.

D. "Airport" means the municipal airport operated by City which is located at 4550 S. Airport Parkway, St. George, Utah 84790.

E. "Annual Term" means any period of one year, after the expiration of this Agreement's Initial Term, during which Section 3 provides for this Agreement to remain in effect on a year-to-year basis

F. "City" means the City of St. George, Utah, a Utah municipal corporation.

G. "City's Associates" means City's employees, officers, directors, agents, contractors, subcontractors, suppliers, invitees, volunteers and other representatives.

H. "Commencement Date" means January 1, 2012.

I. "Contract Account Airline" means an Airline that is authorized by City to provide for aviation fuel deliveries to the Fueling Premises as further provided in Section 5.K.

J. "Contracting Airline" means an Airline which has entered into the Interline Agreement.

K. "Environmental Laws" means any and all Laws and Regulations pertaining to the environment.

L. "Expiration Date" means the date on which this Agreement expires, which shall be at the end of the Initial Term or any Annual Term as provided in Section 3.

M. "Force Majeure Event" means an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and that such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

N. "Fueling Premises" means the premises leased to Tenant at the Airport as set forth in Exhibit A to conduct fueling operations pursuant to this Agreement (if Tenant has entered other agreements with City, the Fueling Premises do not constitute space or premises under any such agreement).

O. "Hazardous Materials" means any substance or material that is regulated by any Environmental Law.

P. "Initial Term" means the initial period after the Commencement Date when this Agreement is in effect as provided in Section 3.

Q. "Interline Agreement" means an agreement among Airlines for the operation of the Fueling Premises and the fueling facilities thereon.

R. "Laws and Regulations" means any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Tenant's use, occupancy, or

operations at the Fueling Premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law, and other pronouncements of any kind having the effect of law including, but not limited to, the Airport Rules and Regulations, the Airport Minimum Standards, and Environmental Laws; any and all plans and programs developed in compliance with such requirements (including, but not limited to, the Airport Security Plan); and all lawful, reasonable, and nondiscriminatory Airport policies and other requirements.

S. A “party” or “parties” means City or Tenant or both, as referred to in this Agreement.

T. “Tenant” means SkyWest Airlines, Inc., a Utah Corporation.

U. “Tenant’s Associates” means Tenant’s employees, officers, directors, contractors, subcontractors, suppliers, agents, invitees, and representatives.

V. “Tenant Equipment” means Tenant’s equipment necessary to conduct fueling operations at the Fueling Premises.

W. “Tenant Improvements” means improvements, fixtures, and similar items attached to the land that Tenant acquires, constructs or installs on the Fueling Premises which, at the time of entering this Agreement, are set forth at Exhibit A.1, and as further implemented from time to time pursuant to Section 5.M of this Agreement.

2. Agreement to Lease.

A. **Agreement to Lease Premises.** City hereby leases to Tenant and Tenant hereby leases from City the Fueling Premises, being that certain real property described in Exhibit A together with the improvements constructed thereon by City. Tenant agrees to accept the Fueling Premises “as is,” and City makes no warranty as to the condition of the Fueling Premises or their suitability for any particular purpose. Among other things, Tenant agrees to accept all Hazardous Materials, including, but not limited to, aircraft fuel, that are present on the Fueling Premises at the time of entering this Agreement. City has not conducted any environmental tests or other inspections at the Fueling Premises, and Tenant agrees that Tenant has had the opportunity to conduct any environmental testing or other inspections desired by Tenant at the Fueling Premises prior to entering this Agreement.

B. **Purpose of Agreement.** Tenant agrees that it shall have the right, privilege, and obligation to use the Fueling Premises for the following purposes (and no other purposes): the non-exclusive operation of a fueling system to self-fuel aircraft that are owned or controlled by Tenant which provide commercial scheduled air service as a common carrier at the Airport and for no other aircraft, except that when authorized as set forth herein, Tenant may conduct such self-fueling operations for such aircraft when they are owned or controlled by other Airlines. All activities conducted in connection with this Agreement and the Premises are subject to City’s prior written authorization in City’s sole and absolute discretion.

C. Access. City agrees that if Tenant is not in breach of this Agreement, Tenant and Tenant's Associates may ingress and egress across the Airport (in the areas designated by City and as permitted by applicable Laws and Regulations) on a non-exclusive basis and to the extent reasonably necessary for Tenant's use, occupancy, and operations at the Fueling Premises. Such right includes, but is not limited to, the right to use, in common with others, the Airport and all of its facilities, improvements, equipment, and services that the City has designated for common use.

D. Right of Flight and Other Reserved Rights. This Agreement conveys only a leasehold interest in the Fueling Premises as provided herein and the right to use the Airport on the terms and for the purposes provided herein, and it conveys no other rights, titles, or interests of any kind. Among the rights reserved to City, City reserves in the Fueling Premises a right of flight for the passage of aircraft in the air, a right to cause such noise as may at any time be inherent in the operation of aircraft, and rights in water, minerals, oil, and gas.

E. Enjoyment of Rights. Subject to Tenant's complete performance of the payment and other obligations contained in this Agreement, Tenant shall enjoy the rights, uses, and privileges stated in this Agreement.

3. Term.

The term of this Agreement shall commence on January 1, 2015, which is the Commencement Date, and shall continue thereafter for an Initial Term until January 1, 2025. Upon the expiration of the Initial Term, this Agreement shall remain in effect on a year-to-year basis for two (2) additional Annual Terms (from January 1 of one year until January 1 of the following year) unless either party delivers a written notice of termination to the other party at least ninety (90) days before the expiration of the Initial Term or any Annual Term then in effect. The Expiration Date shall be at the end of the second Annual Term, or, if a notice is given pursuant to this Section 3, at the end of the term during which such notice is given. At any time, but no later than ninety (90) days before the Expiration Date, either party may initiate negotiations concerning a new agreement by delivering a written request to the other party.

4. Rent and Other Charges.

A. Rent. For the lease of the Fueling Premises, Tenant covenants to pay to City without set-off or deduction the annual ground rent provided in Exhibit C commencing on the Commencement Date. All rent shall be payable annually in advance without notice or demand by the first business day of the month of January and shall be subject to the terms stated in Exhibit C. The rent for any fraction of a year shall be prorated.

B. Fuel Flowage Fees. Tenant shall pay a fuel flowage fee to City at the rate and on the terms imposed by City on all fuel dispensed by Tenant from the Fueling Premises. Each month Tenant shall provide to City an accurate record of all fuel that Tenant dispenses, and shall identify each aircraft receiving fuel by its "N" number and company affiliation. Tenant shall pay fuel flowage fees to City by the fifteenth (15th) day of each month for the preceding calendar month. Notwithstanding any provision of this Agreement to the contrary, fuel flowage fee rates

and requirements are subject to change in City's sole and absolute discretion, and City will give Tenant ninety (90) days prior written notice of any change.

C. Additional Rent. Any sum (other than the rent required in Section 4.A) that Tenant is obligated to pay to City arising from or relating to this Agreement or Tenant's use, occupancy, or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, landing fees, fuel flowage fees, fines, civil penalties, damages, claims, interest, charges, expenses, and utility charges. Additional rent shall be subject to the terms stated in Exhibit C. City reserves the right to require additional lawful, reasonable, and nondiscriminatory rates and charges in connection with this Agreement.

5. Tenant's Use of the Fueling Premises and Airport.

A. No Interference. Tenant and Tenant's Associates shall not use the Fueling Premises or the Airport in any manner that City believes (in City's sole and absolute discretion) interferes with any operation at the Airport or decreases the Airport's effectiveness. City may notify Tenant of any use that creates such interference or decrease in effectiveness, or if Tenant becomes aware of any such use, Tenant shall immediately notify City of the same. Tenant shall remedy such use (to the extent attributable to Tenant) to City's sole satisfaction.

B. Comply with All Laws. Tenant and Tenant's Associates shall comply at all times, at Tenant's sole cost, with any and all Laws and Regulations. Upon request by City, Tenant will verify, within a reasonable time frame, compliance with any Laws and Regulations.

C. No Unauthorized Use. Tenant and Tenant's Associates shall use the Premises and the Airport only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, any use that would damage, interfere with, or alter any improvement; any use that would conflict with the Airport's operating certification requirements; restricting access on any road or other area that Tenant does not lease; placing, storing, or disposing of waste materials, flammable substances, or any Hazardous Materials in violation of any Laws and Regulations (including, but not limited to, waste materials from aircraft); any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; dispensing food and beverages or engaging in other revenue-generating activities except as expressly permitted by this Agreement; using City's designated public walkways or spaces at the Airport in a manner not authorized by City; the use of automobile parking areas in a manner not authorized by City; and any use that would be prohibited by or would impair coverage under either party's insurance policies.

D. Permits and Licenses. Tenant shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Tenant's use, occupancy, or operations at the Fueling Premises or the Airport. In the event that Tenant receives notice from any governmental authority that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide City with timely written notice of the same.

E. Taxes, Fines, and Liens. Tenant shall pay (before their respective due dates) all taxes, fees, fines, assessments, and levies that relate to Tenant's use, occupancy, or operations at the Fueling Premises or the Airport and all other obligations for which a lien may be created

relating thereto (including, but not limited to, utility charges). Within ten (10) days, Tenant shall remove any such lien that may be created or commence a protest of such lien by depositing with City cash or other security acceptable to City in an amount sufficient to cover the cost of removing such lien. If Tenant removes such lien, City shall return such cash or other security to Tenant less any administrative or other expenses incurred by City relating to such lien. When contracting for any work in connection with the Fueling Premises, Tenant shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against City's real property or any interest therein.

F. Damage to Property and Notice of Harm. In addition to Tenant's indemnification obligations set forth in Section 7, Tenant, at Tenant's sole cost, shall repair or replace (to City's sole satisfaction) any damaged property that belongs to City or City's other tenants to the extent that such damage arises from or relates to an act or omission of Tenant or Tenant's Associates. Tenant shall promptly notify City of any such property damage. If Tenant discovers any other potential claims or losses that may affect City, Tenant shall promptly notify City of the same.

G. Signage and Advertising. Tenant shall not install or operate any signage on the Fueling Premises or at the Airport except with City's prior written approval (which may be given or withheld in City's sole and absolute discretion). Any signage allowed hereunder shall be at Tenant's expense and shall comply with Laws and Regulations (including, but not limited to, City's Airport signage policies and standards and City's ordinance and permit requirements). Upon the expiration of City's approval for any signage, Tenant shall be responsible to remove any such signage and restore the area to its original condition. Except as permitted by City in this Agreement or in writing in advance, Tenant shall not advertise or permit others to advertise at the Airport by any means, whether or not such advertising is for profit.

H. Security. Tenant is responsible to comply (at Tenant's sole cost) with all security measures that City, the United States Transportation Security Administration, or any other governmental authority having jurisdiction may require or approve in connection with the Airport, including, but not limited to, any access credential requirements, any decision to remove any of Tenant's access credentials, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by Tenant or Tenant's Associates. Tenant agrees that City has the right to impose any such Airport security requirements. Tenant further agrees that Airport access credentials are the property of City and may be suspended or revoked by City in its sole and absolute discretion at any time. Tenant shall pay all fees associated with such credentials, and Tenant shall immediately report to the Airport Manager any lost credentials or credentials that Tenant removes from any employee or any of Tenant's Associates. Tenant shall protect and preserve security at the Airport, including, but not limited to, by protecting security information, protecting any access points to any security area that are maintained by Tenant, and acting in compliance with the Airport Security Program and Tenant's security program.

I. Removal of Disabled Aircraft. When consistent with Laws and Regulations, Tenant shall promptly remove or cause to be removed from the Fueling Premises any aircraft that Tenant owns or controls if it becomes disabled (or any such aircraft owned or controlled by a Contracting Airline when such airlines are authorized hereunder). With City's prior written

consent, Tenant may store such aircraft at the Airport on terms and conditions established by City. If Tenant fails to comply with this requirement after a written request by City to comply, City may (but is not required to) cause the removal of any such aircraft at Tenant's expense by any means that City determines, in its sole and absolute discretion, to be in City's best interests.

J. Tenant's Maintenance, Repair, and Storage. Tenant's use, occupancy, and operations at the Fueling Premises shall be without cost or expense to City. Tenant shall be solely responsible to maintain, repair, reconstruct, and operate the Fueling Premises and the Tenant Improvements at Tenant's sole cost and expense, including, but not limited to, all utility services, janitorial services, waste disposal, and ramp repair. Tenant shall at all times maintain the Fueling Premises and the Tenant Improvements in a condition that is in compliance with Laws and Regulations and industry standards, equal to the level of maintenance by the City in comparable areas, and that is clean, safe, sanitary, and in good repair. Tenant shall maintain all ramp areas in a clean and orderly condition and free of debris, petroleum products, and grease in a manner that complies with Laws and Regulations and does not interfere with the operations of City or other tenants. Tenant shall perform all work in accordance with Laws and Regulations and in a good and workmanlike manner. City has sole and absolute discretion to determine the quality of the work. Tenant shall promptly remedy any condition that fails to meet this standard. Among other things, Tenant shall not store on the Fueling Premises any inoperable equipment, discarded or unsightly materials, or materials likely to create a hazard, and Tenant shall not store trash on the Fueling Premises and shall remove all trash in a manner that complies with Laws and Regulations.

K. Fueling Operations. Tenant's fueling operations shall, at a minimum, comply with the following in addition to the other requirements of this Agreement:

i. Operations by Tenant and Other Airlines. Tenant and other Airlines may conduct the self-fueling operations that are permitted by this Agreement at the Fueling Premises, except that for any operations conducted by an Airline that is not a party to this Agreement or an Interline Agreement, such Airline shall first obtain a permit from City to conduct self-fueling. All operations shall comply with Laws and Regulations relating to self-fueling. Tenant shall have the right to operate the Fueling Premises pursuant to an Interline Agreement, and in connection therewith, this Agreement may be assigned as provided in Section 9.

ii. Self-Fueling Only. Tenant may use the Fueling Premises to receive, store, and dispense jet aviation fuel and conduct into-plane fueling operations in order to fuel the aircraft permitted under Section 2.B, and necessary uses ancillary thereto. Tenant shall make no other use of the Fueling Premises (including, but not limited to, any parking or storage of aircraft). Tenant acknowledges and agrees that this Agreement does not permit Tenant to compete with fixed base operators at the Airport, and Tenant is not authorized to fuel any aircraft except those permitted under Section 2.B. Tenant shall conduct all fueling operations on the Fueling Premises using the Tenant Improvements and the Tenant Equipment without making use of any other area at the Airport. This Agreement does not permit Tenant to conduct ground handling operations except as expressly stated herein at the Fueling Premises. Tenant shall not subcontract any portion of its fueling operations except that tenant may contract with the Fixed Based Operator(s) to up-lift fuel to aircraft as permitted under Section 2.B.

iii. Fuel Delivery. Tenant may receive fuel deliveries at the Fueling Premises on the terms set forth in this Agreement, and other Airlines may receive such fuel deliveries if they are a Contract Account Airline and if they have entered arrangements with Tenant that are acceptable to Tenant and to City. Tenant (and any Contract Account Airline authorized by City) shall obtain City's prior written consent (in City's sole discretion) to the time and manner for making fuel deliveries to the Fueling Premises. All fuel providers that access the Airport must execute a consent document acceptable to City in which such providers agree, at a minimum, to provide insurance to City, indemnify City, and waive all claims against City in connection with all fuel deliveries. All such fuel providers shall have the qualifications and experience necessary to conduct such commercial fuel operations.

iv. Fuel Security. Tenant is responsible to secure the Fueling Premises from improper access. Tenant shall cause all unauthorized persons to be removed from such premises and shall promptly report any such removal to law enforcement officers and to the Airport Manager.

v. Fuel Storage and Handling. Tenant shall at all times maintain and operate all Tenant Improvements, and Tenant Equipment in accordance with safe practices and Laws and Regulations. Among other things, Tenant shall conduct a routine inspection program for all such improvements and equipment (including, but not limited to, tanks); shall maintain all certifications applicable to the same; shall periodically upgrade the same in accordance with Laws and Regulations and industry standards; shall maintain accurate records regarding inspections and other fueling practices; shall maintain policies to provide for proper fueling operations (and provide a current copy of the same to City); and shall implement other practices as required by City. Tenant shall provide periodic training on Tenant's fueling policies to Tenant's employees and other self-fueling personnel, and only personnel trained in such operations shall conduct such operations.

vi. Access. At all times Tenant shall operate the Tenant Improvements and the Tenant Equipment at the Fueling Premises in a manner which permits all Airlines to obtain full, fair, and nondiscriminatory access to jet aviation fuel from such premises. If Tenant operates the Fueling Premises pursuant to an Interline Agreement, Tenant shall not exclude any Airline from nondiscriminatory participation in such agreement. Tenant's access obligations shall not prevent Tenant from exercising reasonable remedies available to Tenant (including denial of access to the Fueling Premises) against a user which is in default of its obligations to Tenant, to the extent permitted by Laws and Regulations.

vii. Charges. Tenant's charges to Airlines for use of the Fueling Premises shall be based on an allocation of Tenant's costs to operate such premises, and at least ninety percent (90%) of such costs (other than into-plane fueling services) shall be allocated based on the number of gallons of jet aviation fuel used by an Airline. Charges shall not differentiate among Airlines, except that if Tenant operates pursuant to an Interline Agreement as provided herein, Tenant may impose higher use charges to Airline users that are not Contract Airlines to reasonably reflect the increased risks and obligations of Contract Airlines with respect to the Fueling Premises. Tenant covenants that it shall at all times establish charges that are sufficient to enable Tenant to pay when due all current operating costs, rent, capital costs, taxes, clean-up costs, and other obligations of Tenant, and to maintain reserves and working capital sufficient to

efficiently manage the Fueling Premises, but shall not intentionally establish charges in excess of those necessary to pay such costs.

L. Operations Generally. Tenant's operations shall comply with the following:

i. Airport Operations. Tenant shall operate in a manner that promotes effective Airport operations. Among other things, Tenant shall: immediately notify the Airport Manager of any condition observed at the Airport that may create a hazard or disruption and block off public access to such condition (if Tenant continues to permit access by Tenant, Tenant shall be fully liable for such use); refrain from annoying, disturbing, or impairing Airport customers, tenants, or employees; refrain from blocking access ways; maintain, store, and operate all Tenant Equipment in a safe, clean, and orderly condition; and promptly respond to City's requests for information and reasonable assistance in connection with planning and other operational matters at the Airport.

ii. Complaints. Tenant shall respond in a prompt manner to questions and complaints regarding Tenant's operations at the Airport when raised by Airport users or by City, and Tenant shall provide a timely resolution of such questions and complaints.

iii. Emergencies. If City determines for any reason that emergency conditions exist at the Airport, Tenant shall cooperate in any emergency response as directed by City or other agency in charge and shall operate in a manner that protects safety and the interests of the public.

iv. Safety. Tenant shall maintain a safety program at the Fueling Premises that includes, at a minimum, the following: periodic training for Tenant's employees and, as appropriate, Tenant's Associates regarding safety in connection with Tenant's operations; making available Material Safety Data Sheets to City and, as appropriate, others for any chemicals used at the Airport at least ten (10) days prior to their use; participation in City's safety-related programs (such as risk management, security, and environmental management); and maintaining at all times functional fire extinguishers (including, but not limited to, an equipment testing program). City may, but is not obligated to, stop Tenant's operations if safety Laws and Regulations or other safe work practices are not being observed.

v. Personnel. Tenant shall control the conduct, demeanor, and appearance of its employees and Tenant's Associates so that they do not annoy, disturb, or impair Airport customers, tenants, or employees. Tenant's employees shall possess adequate training and qualifications to carry out their assigned duties.

vi. Deficiencies. Without limiting or waiving any other remedies available to City, City's remedies shall include the following in connection with deficiencies in Tenant's operations:

(a) Propose and Implement Cure. Tenant shall meet with the Airport Manager as he or she may request regarding the quality of Tenant's operations, whether or not in connection with a specific complaint. Tenant shall propose curative measures in response to City's determinations regarding deficiencies in Tenant's operations and shall implement as expeditiously as possible measures that are approved by City.

(b) **Remedy Violations by Employees and Associates.** City shall have the right to require that Tenant remedy any violation of Section 5.L.v (or remedy other acts detrimental to City's interests at the Airport) which City reasonably determines to be committed by Tenant's employees or Tenant's Associates, and such remedy may include removing any such employee or associate from the Airport. Tenant shall be solely responsible for any determination to terminate any employment or contractual relationship.

vii. **Manuals, Audits, and Reports.** Tenant agrees to provide City with current copies of all Operation and Maintenance Manuals for facilities on the Fueling Premises, and when providing such manuals, a corporate officer of Tenant shall include a written certification that the manuals provided are in compliance in all material respects with Laws and Regulations and that the facilities are being operated in compliance in all material respects with such manuals. Tenant agrees to promptly provide City with copies of all audits, investigations, reports, and other similar documents examining financial or operating conditions, regulatory or environmental compliance, or other conditions in connection with the Fueling Premises.

M. Tenant Improvements. Tenant owns title to the Tenant Improvements on the Fueling Premises, and the initial Tenant Improvements are set forth at Exhibit A.1 hereto. Tenant agrees that at Tenant's sole expense, Tenant shall make all improvements to the Fueling Premises that are necessary or desirable to safely and effectively fuel the aircraft using such facilities, subject to obtaining City's prior written consent (which City may withhold in its sole discretion), and the same shall also be Tenant Improvements. Such improvements shall include, but not be limited to, pavement repair and reconstruction for the Fueling Premises. If any Tenant Improvements are required pursuant to any Laws and Regulations, Tenant shall promptly make such improvements in compliance with Laws and Regulations and in a manner acceptable to City (as City shall determine). City may provide for an inspection of all Tenant Improvements (and Tenant Equipment) at the Fueling Premises from time to time, including, but not limited to, in anticipation of any termination of this Agreement, and if any of the same are not in compliance with Laws and Regulations, Tenant (at its sole expense) shall promptly perform all work necessary to restore such compliance. Tenant shall be solely responsible to design and construct the Tenant Improvements, and all construction shall be performed in compliance with the requirements of Exhibit B hereto. Title to the Tenant Improvements shall remain in Tenant at all times, and upon request by City, Tenant shall provide to City an inventory of all Tenant Improvements. Tenant shall obtain all warranties commercially available in connection with Tenant Improvements and Tenant Equipment, and Tenant shall provide for the same to run to the benefit of Tenant and City and to be assignable to City (to the extent assignable) upon any termination of this Agreement. Tenant agrees that Tenant's construction of such improvements is a part of the consideration to City under this Agreement. Tenant has no right to demolish, abandon, or remove any Tenant Improvement except with City's prior written consent, which City may withhold in City's sole discretion.

N. Tenant Equipment. Tenant agrees, at Tenant's sole expense, to obtain and maintain all Tenant Equipment necessary or desirable to safely and effectively fuel the aircraft using the Fueling Premises. If any Tenant Equipment is required pursuant to any Laws and Regulations, Tenant shall promptly obtain and implement such equipment in compliance with Laws and Regulations. Tenant shall provide to City an inventory of all Tenant Equipment upon request by City and shall indicate the owner of each piece of equipment. If any such equipment

is subject to the lease or security interest of a third-party, and if Tenant or such third-party gives written notice to City of such interest prior to the installation or use of such equipment, City agrees to recognize the rights therein of such third party subject to City's rights stated in this Agreement and in connection with the proper operation of the Airport (including, but not limited to, security access at the Airport). City shall have the right to delay providing access to any third party having an interest in the Tenant Equipment until City can replace such equipment or make other arrangements acceptable to City to prevent any disruption in fueling services at the Airport. The City agrees that it shall not assert any right, lien, or claim in the Tenant Equipment against a third-party lender, vendor, or lessor with a legal interest in the same if such third-party has met the requirements of this Section 5.N. No disposal or sale of any Tenant Equipment may be made at the Airport. If Tenant is not in default of this Agreement, Tenant shall have the right at any time to remove or replace any Tenant Equipment. Tenant shall promptly repair any damage to the Airport caused by Tenant's or any third-party's removal of any Tenant Equipment.

O. Third-Party Manager. Tenant shall have the right to retain a professional third-part service provider to manage the operation, maintenance, and repair of the Fueling Premises. Any such third-party manager shall possess qualifications and experience acceptable to City (in City's sole discretion), and Tenant shall obtain City's prior written consent to any such contract, which City may withhold in City's sole discretion. No such contract shall exceed the term of this Agreement, and such contract shall be subordinate to and consistent with this Agreement.

6. City's Rights and Obligations

A. City's Maintenance, Repair, and Utilities. City shall have no responsibility or expense in connection with the Fueling Premises. Interruptions of services shall not constitute a breach of this Agreement by City, and City shall have no liability for the same.

B. Access to Premises. City for itself and City's Associates reserves the right to enter the Fueling Premises at any time without notice for any purpose relating to the Airport (including, but not limited to, in order to conduct inspections, determine compliance with the Agreement, investigate or remediate any potential threats or hazards, conduct Airport work, and for emergency purposes), provided that they shall not unreasonably interfere with Tenant's use of the Fueling Premises. Tenant agrees to allow City to interview any of Tenant's employees to discuss any matters pertinent to Tenant's use, occupancy, or operations at the Fueling Premises and the Airport, and such employee's manager or supervisor may be present. City and City's Associates shall not be deemed guilty of trespass upon the Fueling Premises or to have violated any of Tenant's rights hereunder by reason of any entrance into the Fueling Premises.

C. City's Right to Work Within, Alter, or Recover Premises. City has the right at the Airport to perform or cause to be performed any work (including, but not limited to, constructing improvements, surveying, performing environmental testing, removing any hazard or obstruction, and implementing any plan, program, or action), that City (in its sole and absolute discretion) determines to be in City's best interests, including, but not limited to, within the Fueling Premises. City may elect to pursue any such work without recovering the Fueling Premises from Tenant, in which case City shall exercise reasonable care to minimize disruptions to the Fueling Premises. City also has the right to recover all or any portion of the Fueling

Premises from Tenant in connection with any such work (with or without relocating Tenant) as City may determine in its sole and absolute discretion, and the following shall apply:

i. Recovery. If City determines to recover all or any portion of the Fueling Premises, City shall provide Tenant with ninety (90) days prior written notice specifying what areas will be recovered. If any portion remaining after such recovery is tenantable in light of the purposes of this Agreement (as determined by City in its sole and absolute discretion), City shall reduce Tenant's rent hereunder by the percentage of the Fueling Premises that City recovers, and City shall pay the cost of any alterations to the Tenant Improvements that are required by City in connection therewith (so long as such improvements are not in breach of this Agreement). If City recovers all of the Fueling Premises, or if any remaining portion of the Fueling Premises is not tenantable pursuant to City's determination, City may terminate this Agreement by including in the notice provided for in this Section 6.C.i a notice of termination, and this Agreement shall terminate at the end of such ninety (90) day period. In connection with any such termination, Tenant shall remove the Tenant Improvements as provided in Section 12.A.ii.b, except that Tenant shall not be required to restore the Fueling Premises.

ii. Relocation. If City elects to relocate Tenant, City shall pay the reasonable costs that Tenant actually incurs to relocate to a new location (chosen by City) the then-existing Tenant Improvements (so long as such improvements are not in breach of this Agreement) in a manner that maintains similar construction and quality to that existing at the time of relocation, as well as any Tenant Equipment. Tenant's rent at such new location shall be no greater than the rent required under this Agreement.

iii. No Waiver. Tenant agrees that no dispute shall prevent City from recovering or relocating any portion of the Fueling Premises, and that Tenant shall comply with City's directions to permit City's actions. Nothing under this Section 6.C shall be construed to waive City's right to pursue any remedy for a breach of this Agreement arising from or relating to Tenant's use, occupancy, or operations at any portion of the Fueling Premises or at the Airport.

D. City's Right to Implement Airport Programs. City has the right to implement any lawful, reasonable, and nondiscriminatory program at the Airport as City may determine in its sole and absolute discretion, and to require Tenant to participate in or comply with any such program. Such programs may include, but are not limited to, providing common arrangements for trash disposal, utilities, or other Airport functions; providing revenue-generating activities at the Airport by City or its designee (including, but not limited to, vending machines, advertising, wireless communications, and utility services, whether on or off of the Fueling Premises); designating approved vendors and service providers at the Airport; establishing central locations and security procedures for delivering goods or materials to the Airport; and establishing programs to benefit the environment and conserve energy.

E. City Directives. City is the owner and proprietor of the Airport, and City has the right to issue any lawful, reasonable, and non-discriminatory directive as a landlord and proprietor that City determines to be in City's best interests.

F. Governmental Acts. City is a government entity, and City has all rights, powers, and privileges afforded to it under Laws and Regulations. Tenant agrees that Tenant is subject to any lawful governmental act of City without regard to the provisions of this Agreement.

7. Indemnity, Insurance, and Letter of Credit

A. Indemnity by Tenant. Tenant agrees to indemnify, hold harmless, and defend City and its officers and employees from and against losses of every kind and character (including, but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court or dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (i) this Agreement; (ii) any use, occupancy, or operations at the Fueling Premises or the Airport by Tenant or Tenant's Associates; or (iii) any wrongful, reckless, or negligent act or omission of Tenant or Tenant's Associates. Tenant shall use attorneys, experts, and professionals that are reasonably acceptable to City in carrying out this obligation. This obligation does not require Tenant to indemnify City and its officers and employees against losses (as defined above) that arise solely from the negligent acts or omissions of City and its officers and employees. The obligation stated in this Section 7.A shall survive the expiration or other termination of this Agreement with respect to matters arising before such expiration or other termination. These duties shall apply whether or not the allegations made are found to be true.

B. Waiver. Tenant assumes all risk of the use of the Fueling Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future (including, but not limited to, claims for business interruption and for damage to any aircraft) against City and its officers, employees, and volunteers arising from or relating to Tenant's use, occupancy, or operations at the Fueling Premises or the Airport except in the case of grossly negligent acts or omissions on the part of City and its officers, employees, and volunteers.

C. Insurance. At Tenant's cost, Tenant shall procure the following insurance coverage prior to entering the Fueling Premises (which shall expressly reference this Agreement), and Tenant shall maintain its insurance coverage in force at all times when this Agreement is in effect in compliance with City's insurance requirements as they exist from time to time (including, but not limited to, the terms provided in Exhibit D):

i. Aircraft Liability. Aircraft liability insurance that includes premises liability, products, and completed operations coverage and, if applicable, mobile equipment coverage, with a combined single limit for bodily injury and property damage of not less than one hundred million dollars (\$100,000,000) per occurrence (and in the aggregate with respect to products and completed operations coverage) and two million dollars (\$2,000,000) per passenger seat for applicable claims, including, but not limited to, contractual liability coverage for Tenant's performance of the indemnity agreement set forth in Section 7.A. If any such coverage is not available to Tenant in the form of an aircraft liability policy, Tenant shall obtain substantially similar coverage through a commercial general liability policy.

ii. Property. All risk property insurance coverage in an amount of not less than five million dollars (\$5,000,000) general aggregate of liability.

iii. Automobile. Comprehensive automobile liability coverage for claims and damage due to bodily injury or death of any person or property damage arising out of Tenant's ownership, maintenance, or use of any motor vehicles, whether owned, hired, or non-owned, of not less than five hundred thousand dollars (\$500,000) single combined limit "per accident" for bodily injury and property damage.

iv. Pollution. Pollution legal liability insurance of no less than one million dollars (\$1,000,000) aggregate liability and five hundred thousand dollars (\$500,000) per occurrence for environmental clean-up costs, transportation of wastes or products, and claims for bodily injury and property damage arising from losses due to pollution conditions covering all aspects of the Premises, the Tenant Improvements, and Tenant's use, occupancy, and operations at the Airport.

v. Workers Compensation. Workers compensation coverage in the amounts and form required by the state of Utah.

vi. Business Interruption. Tenant is solely responsible for all costs of business interruption, however incurred, and Tenant may purchase business interruption insurance as Tenant may determine.

D. Performance Security. Prior to entering the Fueling Premises, Tenant shall provide to City a performance security equal to three (3) months rent in the form of an irrevocable letter of credit (in a form that complies with City's requirements) as security for Tenant's faithful performance under this Agreement. City may (but is not required to) apply all or any part of such performance security to the payment of any monetary obligation due under this Agreement (including, but not limited to, City's expenses to recover and relet the Fueling Premises). Tenant shall restore any portion so applied, and shall fully maintain in effect such performance security throughout the term of this Agreement. Upon any expiration or termination of this Agreement, if Tenant has fully complied with Tenant's obligations under this Agreement City shall return to Tenant any remaining portion of such performance security.

E. Pre-existing Conditions. Tenant has accepted the Fueling Premises "as is," and all terms of this Agreement shall apply to all conditions at the Fueling Premises irrespective of any past use of such premises.

8. Hazardous Materials

A. No Violation of Environmental Laws. Tenant shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the Premises or the Airport by Tenant or Tenant's Associates in violation of applicable Environmental Laws. Tenant is responsible for any such violation as provided by Section 7.A of this Agreement. If Tenant makes any written disclosure of information to, or receives any written or verbal notification from, any government agency relating to the environment or any Environmental Laws at the Airport, Tenant shall concurrently provide a copy of such disclosure or notice to City.

B. Response to Violations. Tenant agrees that in the event of a release or threat of release of any Hazardous Material by Tenant or Tenant's Associates at the Airport, Tenant shall provide City's Airport Manager and other persons designated by City with prompt notice of the same. Tenant shall respond to any such release or threat of release in accordance with applicable Laws and Regulations. If City has reasonable cause to believe that any such release or threat of release has occurred, City may request, in writing, that Tenant conduct reasonable testing and analysis (using qualified independent experts acceptable to City) to show that Tenant is complying with applicable Environmental Laws. City may conduct the same at Tenant's sole cost if Tenant fails to respond in a reasonable manner, and City shall also have the independent right to conduct such testing and analysis. Tenant shall cease any or all of Tenant's activities as City determines necessary, in its sole and absolute discretion, in connection with any investigation, cure, or remediation. If Tenant or Tenant's Associates violate any Environmental Laws at the Airport (whether due to the release of a Hazardous Material or otherwise), Tenant, at Tenant's sole cost, shall promptly remediate such violation in compliance with applicable Environmental Laws. Tenant shall submit to City a written remediation plan, and City reserves the right to approve such plan (which approval shall not be unreasonably withheld) and to review and inspect all work. Tenant shall work with City and other governmental authorities having jurisdiction in connection with any violation. Tenant shall maintain all documentation required by Laws and Regulations. Tenant shall promptly provide to City copies of all documents pertaining to any environmental concern that are not subject to Tenant's attorney-client privilege.

C. Obligations Affecting Permits. To the extent that Tenant is a co-permittee with City in connection with any permit relating to the environment, or to the extent that Tenant's operations may impact City's compliance with any such permit, Tenant shall work cooperatively with City and other tenants and take all actions necessary to ensure permit compliance, and minimize the cost of such compliance, for the benefit of Airport operations. City shall have the right, but not the obligation, to conduct environmental audits at the Fueling Premises at any time and for any reason as City, in its sole discretion, may determine.

D. Other Financial Assurances. City reserves the right to require Tenant (or any assignee of Tenant) to maintain financial assurances that City shall use if City performs all or a portion of Tenant's obligations under this Section 8, and Tenant shall be obligated to replenish such assurances to the extent used until such obligations have been fully performed. Such assurances may include a letter of credit, additional insurance, financial guaranty, monetary reserve account, or other financial security or arrangement. City may authorize Tenant to use some or all of such reserves or other assurances to perform such obligations as City may determine in its sole discretion.

E. Obligations upon Termination and Authorized Transfers. Upon any termination of this Agreement, Tenant shall demonstrate to City's reasonable satisfaction that Tenant has removed any Hazardous Materials and is in compliance with applicable Environmental Laws. Such demonstration may include, but is not limited to, independent analysis and testing. The obligations of this Section 8 shall survive any expiration or termination of this Agreement. The obligation to provide insurance under this Agreement relevant to any violation of Environmental Laws shall survive the expiration or termination of this Agreement.

9. Assignment and Subleasing

A. Assignment. Tenant shall not assign any of its rights under this Agreement, (whether such assignment is voluntarily or involuntarily, by merger, consolidation, dissolution, change in control, or any other manner), shall not encumber any such rights or record this Agreement (or any document or interested relating thereto), and shall not delegate any performance under this Agreement, except with the prior written consent of City to any of the same. City's consent to any such assignment or delegation shall not be unreasonably withheld, and City may withhold consent to any such encumbrance for any or no reason in its sole and absolute discretion. Regardless of City's consent, Tenant shall not be released from any obligations for matters arising during the time when this Agreement was in effect. Any purported assignment or encumbrance of rights or delegation of performance in violation of this Section 9.A is void. This Agreement is binding on Tenant's successors or assigns that have been authorized pursuant to this Section 9.A.

B. Assignment Regarding Interline Agreement. Tenant shall have the right to operate the Fueling Premises pursuant to an Interline Agreement, and in connection therewith, this Agreement may be assigned to an entity that is acceptable to City (in City's sole discretion) for the purpose of conducting such operations. The Interline Agreement shall be in a form acceptable to City, and City shall not unreasonably withhold its consent thereto. The admission or withdrawal of an Airline from in the Interline Agreement shall not be deemed to be an assignment, transfer, or other disposition of any interest in this Agreement. City reserves the right to require amendments to this Agreement in connection with any such assignment as City may determine in its sole discretion, including, but not limited to, increases in insurance requirements and other financial assurances to protect City's interests.

C. Subleasing. Tenant shall not sublease any portion of the Fueling Premises.

10. Damage, Destruction, and Condemnation

A. Damage or Destruction of Premises. If any portion of the Fueling Premises or the Tenant Improvements is damaged in any manner, Tenant shall promptly remove from the Airport all debris and cause repairs to be made to restore the same to an orderly and safe condition. All work shall be performed in accordance with plans and specifications that are approved by City as being consistent with or better than the original improvements. Tenant shall apply all proceeds that are made available from Tenant's insurance policies (or those of any assignee) to performing such work. If City performs such work pursuant to Section 11.B, such insurance proceeds shall be paid to City. If the Fueling Premises or Tenant Improvements are tenantable despite such damage, Tenant shall not receive any abatement of Tenant's rent obligations. To the extent that any portion is rendered untenable by such damage in light of the purposes of this Agreement (as determined by City in its sole and absolute discretion), rent shall continue if Tenant has business interruption insurance, or if Tenant does not have such insurance, City shall abate Tenant's rent proportionately until repairs have been substantially completed (as determined by City in its sole and absolute discretion).

B. Condemnation. In the event of any condemnation proceeding in which all or any part of the Fueling Premises is taken (by a condemnor other than City), all compensation from such proceeding shall be paid to City, except that Tenant may pursue a claim against the condemnor for the value of Tenant's leasehold interest. If City determines in its sole and

absolute discretion that all or a material portion of the Fueling Premises will be (or have been) rendered untenantable as a result of such taking, City may terminate this Agreement by giving Tenant a written notice of termination, and this Agreement shall terminate at the time specified in the notice (which shall not be less than thirty (30) days after the date of such notice).

11. Default

A. Tenant's Default. The occurrence of any of the following events shall constitute a default by Tenant under this Agreement: (i) Tenant fails to timely pay any installment of rent or any additional rent; (ii) Tenant abandons, or otherwise ceases to operate within, any portion of the Fueling Premises for a period of seven (7) consecutive days, except that if City has authorized more than one Airline to obtain fuel at the Fueling Premises, such period shall be one (1) day (except in connection with a Force Majeure Event as provided in Exhibit E, Section E.3 or temporary closures to make necessary repairs when Tenant takes all reasonable measures to assure the continued availability of jet aviation fuel); (iii) Tenant violates any requirement under this Agreement and fails to cure the same within twenty (20) days following written notice of such violation from City (except that in the case of insurance coverage or any security required to be maintained, such period shall be three (3) days); (iv) Tenant assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Fueling Premises (except as expressly permitted by this Agreement); (v) Tenant files a petition in bankruptcy, becomes insolvent, or has a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (vi) Tenant petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; (vii) Tenant fails to take possession of the Fueling Premises; (viii) the occurrence of any act that deprives Tenant permanently of the rights necessary to properly conduct fueling operations under Laws and Regulations, or that suspends such rights and Tenant is unable to make arrangements acceptable to City to provide for fueling without an interruption in services; (ix) discovery by City that any audit, report, investigation, or other document required to be provided to City under this Agreement was materially and intentionally false; or (x) Tenant is in breach of this Agreement three (3) or more times during a twelve (12) month period (whether or not cured).

B. Remedies. Upon any default by Tenant under this Agreement, City may (at any time) pursue any or all remedies available to City, including, but not limited to, the following: (i) perform in Tenant's stead any obligation that Tenant has failed to perform, and Tenant shall promptly pay to City all costs incurred by City for such performance, together with interest and service fees for any past due amounts (as provided in Section 11.C) and an administrative charge equal to twenty percent (20%) of the cost incurred by City (which the parties agree is a reasonable estimate of and liquidated damages for City's overhead expenses associated with such performance); (ii) terminate Tenant's rights under this Agreement upon delivering a written notice of termination or upon publication of such notice in a newspaper of general circulation; (iii) re-enter and take possession of the Fueling Premises, or enter the Fueling Premises to address a breach of this Agreement, by any lawful means (with or without terminating this Agreement), including, but not limited to, by authorizing a third party to enter upon, manage, and operate the Fueling Premises using the Tenant Improvements and the Tenant Equipment; and (iv) require Tenant to provide, increase, replenish, or maintain a letter of credit or other similar

security or financial assurance in a form and amount acceptable to City. Tenant shall pay all costs and damages arising out of Tenant's default, including, but not limited to, the cost of recovering possession of the Fueling Premises, the cost of improving and reletting the Fueling Premises (including, but not limited to, any real estate broker fees or marketing costs), and attorneys' fees and costs. Notwithstanding any termination or re-entry, Tenant shall remain liable to pay the rent and additional rent required under this Agreement for the remaining term of this Agreement, and Tenant shall pay City on demand for any deficiency in the same. No action by City or City's Associates shall be construed as an election by City to terminate this Agreement or accept any surrender of the Fueling Premises unless City provides Tenant with a written notice expressly stating that City has terminated this Agreement or accepted a surrender of the Fueling Premises. Following a default by Tenant under this Agreement, City shall exercise commercially reasonable, good faith efforts to mitigate its damages as required by applicable Utah law.

C. Past Due Amounts. If Tenant fails to pay when due any amount required to be paid by Tenant under this Agreement, such unpaid amount shall bear interest at the rate of ten percent (10%) from the due date of such amount to the date of payment in full, with interest. All amounts due under this Agreement are and shall be deemed to be rent or additional rent, and shall be paid without abatement, deduction, offset, prior notice, or demand (unless expressly provided by the terms of this Agreement). City's acceptance of any past due amount (or its associated interest or service fee) shall not constitute a waiver of any default under this Agreement.

D. Default by City. City shall not be in default under this Agreement unless City fails to perform an obligation required of City under this Agreement within twenty (20) days after written notice by Tenant to City. If the nature of City's obligation is such that more than twenty (20) days are reasonably required for performance or cure, City shall not be in default if City commences performance within such twenty (20) day period and thereafter diligently prosecutes the same to completion. In no event may Tenant terminate this Agreement or withhold the payment of rent or other charges provided for in this Agreement as a result of City's default.

12. Expiration or Termination

A. Disposition of Tenant Improvements.

i. Disposition If Agreement Terminates Before Expiration Date. If this Agreement terminates for any reason before the Expiration Date, within sixty (60) days after such termination City, in its sole and absolute discretion, may determine to accept title to all or any portion of the Tenant Improvements. Upon City accepting any such title, all of Tenant's rights, title, and interests in the same shall be forfeited to City and title thereto shall vest in City automatically. Tenant shall surrender the Fueling Premises upon termination (and shall surrender any Tenant Improvements as accepted by City) in accordance with Section 12.B and Exhibit E, Section E.13. If City rejects any such title, or if such sixty (60) day period expires, Tenant shall (within thirty (30) days thereof) remove all Tenant Improvements that were not accepted by City at Tenant's sole expense in a manner acceptable to City (and the obligations of

Section 7.A shall apply to such removal). If Tenant fails to remove any such improvements, City may do so in any manner acceptable to City pursuant to Section 11.B.

ii. Disposition Upon Expiration. Upon the expiration of this Agreement, Tenant may either: (a) transfer its interests in the Tenant Improvements to a party who, prior to such expiration, has been accepted by City, in its sole and absolute discretion, and has entered an agreement for the Fueling Premises that is acceptable to City; or (b) Tenant shall surrender the Fueling Premises (in accordance with Section 12.B) and, within thirty (30) days after such expiration, shall remove the Tenant Improvements (and the obligations of Section 7.A shall apply to such removal). If Tenant fails to perform either such alternative, City shall have the rights set forth in Section 12.A.i and may exercise them at any time.

B. Surrender of Premises. Upon any expiration or termination of this Agreement, Tenant, at Tenant's sole cost, shall (i) promptly and peaceably surrender to City the Fueling Premises "broom clean" and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the Fueling Premises or the Airport that arises from or relates to Tenant's use, occupancy, or operations under this Agreement (including, but not limited to, while removing any property upon expiration or termination); (iii) deliver to City all keys and access credentials relating to the Airport; (iv) perform Tenant's environmental obligations as provided in Section 8.E; and (v) remove all movable personal property, Tenant Equipment, and trade fixtures (including any signage) that are not owned by City, (except that Tenant must obtain City's prior written consent to remove any such property if Tenant is in default under this Agreement or if such removal may impair the structure of any building). Upon any expiration or termination of this Agreement (which includes, but is not limited to, termination for abandonment of the Fueling Premises), all property that Tenant leaves on the Fueling Premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by City without notice to, and without any obligation to account to, Tenant or any other person. Tenant shall pay to City all expenses incurred in connection with the disposition of such property in excess of any amount received by City from such disposition. Tenant shall not be released from Tenant's obligations under this Agreement in connection with surrender of the Fueling Premises until City has inspected the Premises and delivered to Tenant a written release.

C. Holding Over. If Tenant remains in possession of the Premises after any expiration or termination of this Agreement, such occupancy shall not waive any default under this Agreement and City may terminate such occupancy as a tenancy at will in accordance with state law. During such occupancy, Tenant shall comply with all provisions of this Agreement that are applicable to an at-will tenancy, and Tenant shall pay rent as provided in this Agreement.

D. Survival. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.

13. General Provisions

A. General Provisions. This Agreement is subject to the General Provisions set forth at Exhibit E.

B. Notices. Any notice, demand, written consent, or other communication required to be in writing under this Agreement shall be given in writing by personal delivery, express mail (postage prepaid), nationally recognized overnight courier with all fees prepaid (such as, by way of example, Federal Express or UPS), or certified mail (return receipt requested and postage prepaid) when addressed to the respective parties as follows:

If to City:

Airport Manager
St. George Municipal Airport
175 E. 200 N.
St. George, Utah 84770

If to Tenant:

Director, Fuel Administration
SkyWest Airlines, Inc.
444 South River Road
St. George, Utah 84790

with a required, simultaneous copy to:

City Attorney
City of St. George
175 E. 200 N.
St. George, Utah 84770

with a required, simultaneous copy to:

General Counsel
SkyWest Airlines, Inc.
444 South River Road
St. George, Utah 84790

Either City or Tenant may change its notice address by giving written notice of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section 13.B and delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

C. Incorporation. All exhibits referred to in this Agreement, as they may be amended from time to time, are incorporated in and are a part of this Agreement. Tenant hereby acknowledges receiving Exhibits A, A.1, B, C, D, and E to this Agreement.

D. Binding Obligation. Tenant warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement as a legal, valid, and binding obligation of Tenant.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF ST. GEORGE

SKYWEST AIRLINES, INC

Jonathan T. Pike, Mayor

By:
Its: Director, Fuel Administration

Attest:

Approved as to form:

Christina Fernandez, City Recorder

Shawn M. Guzman, City Attorney

EXHIBIT A
FUELING PREMISES

EXHIBIT A.1

TENANT IMPROVEMENTS

The following are the Tenant Improvements at the time of executing this Agreement:

1. Three 12,000 gallon fuel tanks.
2. Concrete containment area.
3. Pumping and filter system.
4. Outdoor security light.

EXHIBIT B

TENANT CONSTRUCTION OR INSTALLATION REQUIREMENTS

B.1 Authorization. Tenant shall not commence any construction or installation work on the Fueling Premises without the City's prior written consent for all work to be conducted. Tenant shall submit plans and a schedule to City when making any request to implement improvements. City may request any information, request modifications, consent to, or deny Tenant's request in City's sole and absolute discretion. For any authorized project, Tenant shall provide City with copies of any plans, specifications, and construction documents during the progress of the work, and the matters contained therein shall be subject to City's consent. Tenant shall make no changes to the work without City's prior written consent.

B.2 Standard. All work shall be performed in a good and workmanlike manner, and shall be equal or greater than the quality of the original materials, workmanship, and appearance of similar work performed by Tenant or by City elsewhere at the Airport. Work shall be performed by qualified and properly licensed personnel. All work shall conform to Laws and Regulations. Work shall be performed in a safe manner, and City shall have the right, but not the duty, to stop any work until safe conditions can be investigated and implemented. The work site shall be secured consistent with industry standards at Airports during the performance of the work.

B.3 Coordination. Tenant shall coordinate all work with Airport activities, and shall minimize any disruption to Airport activities, tenants, and customers. City shall have the right, but not the duty, to direct that Tenant and Tenant's Associates cease activities or revise work plans to avoid disruption. Tenant and Tenant's Associates shall meet with City as requested by City as the work progresses, and provide the City with information as City may require. City may require Tenant to comply with other measures that are in the City's interests in connection with any construction or installation activities.

B.4 Indemnification, Insurance, Bonds, and Warranty. Unless any of the following is waived in City in writing in advance, Tenant shall cause Tenant's Associates who are performing any work relating to improvements to provide the following:

a. Indemnity. Tenant shall require such Tenant Associates to indemnify City consistent with the indemnity obligation of Section 7.A in connection with City's interests.

b. Insurance. Tenant shall provide or shall require such Tenant Associates to provide builder's risk coverage to insure the improvements constructed on the Fueling Premises to the extent of not less than one hundred percent (100%) of such improvements' full insurable value using the all-risk form of protection, as well as general liability, auto, and workers compensation insurance coverage as set forth in Section 7 to cover such work. Tenant shall also require design professionals to provide errors and omissions coverage in an amount not less than one million dollars (\$1,000,000). All such insurance shall comply with and be subject to City's insurance requirements including, but not limited to, those set forth at Exhibit D.

c. Bonds. Tenant shall provide or shall require such Tenant Associates to provide construction payment and performance bonds in amounts covering not less than one hundred

percent (100%) of the contract price of such improvements and in a form acceptable to City. All such bonds shall name the City as a co-obligee.

d. Warranty. Tenant shall require such Tenant Associates to provide a warranty running to the benefit of Tenant and City that expressly states that all work is warranted to be free of all defects and deficiencies, including, but not limited to, defects and deficiencies of materials, workmanship, and design, for a period of not less than one (1) year.

B.5 Agreement Applicable to Work. The provisions of this Agreement shall apply to all work pursued by Tenant to construct or install improvements, regardless of whether such work commences or concludes before the Commencement Date or after the Expiration Date (including, but not limited to, Tenant's obligations under Sections 7 and 5.F, provisions prohibiting liens, and provisions requiring compliance with all Laws and Regulations). Tenant shall provide for compliance with this Agreement's requirements by Tenant's Associates who are performing any work relating to such improvements.

B.6 Permits, Plan Checks Required. Tenant and Tenant's Associates must comply with all City requirements applicable to construction or installation, including, but not limited to, permit requirements, plan check requirements, and other requirements imposed by City.

B.7 Default. Tenant shall comply with the construction schedule approved by City. If such construction is not completed substantially within any times required by Tenant's approved schedule, or if for any reason Tenant fails to complete construction within ninety (90) days of Tenant's approved date for substantial completion, Tenant shall be in default under this Agreement and City shall have the right to require a removal of such improvements and the restoration of the Fueling Premises in addition to all other remedies. Upon any default, Tenant shall turn over to City copies of all records associated with the work and shall work cooperatively with City.

B.8 Final Submittals. Unless any of the following is waived in City in writing in advance, Tenant shall submit the following to City within ninety (90) days of substantial completion:

a. Certified Financials. Tenant shall submit a statement of construction costs certifying the total construction cost of any improvement in a form reasonably required by City.

b. Free of Liens. Tenant shall submit a statement that the Fueling Premises and Tenant Improvements are free and clear of all liens, claims, or encumbrances (except when specifically authorized by City in writing in advance).

c. As-Built Drawings. Tenant shall submit at its expense a complete set of accurate "as-built" plans and specifications, including bond paper "record" drawings, and one set of electronic drawings in AUTOCAD and tiff or PDF format meeting the City's graphic standards for such records.

EXHIBIT C

RENT AND PAYMENT

C.1 Rent. Tenant shall pay ground rent pursuant to this Agreement as follows:

a. Tenant's Square Footage. The Fueling Premises contain the following square footage: 8,100.

b. Amount of Rent. Tenant shall pay annual ground rent for the Fueling Premises from the Commencement Date through the Expiration Date at a rate of Eighteen Cents (\$0.18) per square foot per year.

c. Escalation of Rent. City reserves the right to escalate the rent in this Agreement in a suitable manner in connection with the leasehold uses.

d. Rate Changes. Any rental rates and calculations set forth in this Agreement shall not be construed to alter any other provision of this Agreement, including, but not limited to, the duration of this Agreement and any right to terminate this Agreement. City reserves the right to survey and measure the Fueling Premises as City may determine, and to correct any error in square footage. Tenant agrees that it shall execute any amendment necessary to correct an error in square footage and shall pay any adjusted rent based thereon.

e. Airfield Rates and Charges. Nothing in this Agreement shall be construed to limit or alter City's right to recover all of City's costs associated with the Fueling Premises in City's rates and charges to Air Transportation companies and others using the Airport's airfield. At any time when City is fully recovering its airfield costs from airfield users, City reserves the right to adjust the rent and the basis for rent required under this Agreement to reapportion airfield costs among users.

C.2 Payment of Any Amount Due. Any amount due in connection with this Agreement or the use of the Airport shall be subject to the following terms; provided, however, that if any obligation is subject to payment terms pursuant to City ordinance or other City requirements that directly conflict with the following terms, such ordinance or other City requirements shall govern.

a. Past Due Amounts. Past due amounts are subject to Section 11.C of this Agreement.

b. Dishonored Checks. If any check paid on behalf of Tenant is dishonored or returned by a bank for any reason, Tenant shall pay all charges assessed to City by the bank plus a service charge of fifty dollars (\$50.00) per occurrence (or such other amount that the City may implement from time to time) in addition to other sums due under this Agreement.

c. No Demand and Effect of Payment. All sums relating to this Agreement shall be due without prior notice or demand except when notice is necessary to make Tenant aware of

the amount due if such amount is not otherwise set forth in this Agreement. Tenant shall make all payments without set-off or deduction. All sums paid by Tenant and applied by City to the payment of rent shall first be applied to any past due rent beginning with the most recent amount due. No statement on any check or elsewhere shall be deemed to create an accord and satisfaction. City may accept any payment without prejudice to City's rights to recover any sum or pursue other remedies provided by this Agreement or by law.

d. City Advances. If City pays any amount on behalf of Tenant (including, but not limited to, civil penalties or fines assessed to City in connection with Tenant's use of the Airport) such amount shall constitute an advance by City to Tenant. Tenant shall promptly pay the same to the City upon receipt of an invoice for the same that includes materials evidencing City's payment.

e. City Right to Apply. City shall have the right to apply any sums paid or provided by Tenant in connection with this Agreement to any obligation that Tenant owes to City in connection with this Agreement or Tenant's use, occupancy, or operations at the Airport.

f. Payment Address. Tenant shall make payments to City at the following address (or at such other address that City may designate in writing):

City of St. George
Finance Department
175 East 200 North
St. George, UT 84770

Wire Transfer Number: As designated by City in writing from time to time.

h. No Interest. City shall pay no interest on any sum that City pays to Tenant pursuant to this Agreement.

i. Audit. If any sum relating to this Agreement is due based on records or calculations maintained by Tenant, Tenant agrees that City shall have the right without prior notice (during business hours) to inspect and copy all such records and calculations at a location in St. George, Utah. Tenant shall maintain such records and calculations for three (3) years. City and its agents may audit any such records and calculations. If as a result of any such audit it is established that Tenant has overpaid any sum due, City shall promptly refund such overpayment. If such audit establishes that additional sums are due to the City, Tenant shall promptly pay such sums in accordance with the requirements of Section 11.C, and shall pay the reasonable cost of the audit if the audit establishes a collective discrepancy of more than five percent (5%) for all matters examined.

j. Effect of Bankruptcy. Tenant agrees that this Agreement constitutes an "executory contract" for the purposes of Section 365 of the United States Bankruptcy Code (Title 11 U.S.C. or any successor section and title) subject to assumption or rejection as provided therein. Tenant agrees that any letter of credit or other similar security provided by Tenant to City is not "property of the estate" for purposes of Section 541 of the United States Bankruptcy

Code (Title 11 U.S.C. or any successor section and title), and that such security is property of the third party providing it subject to the City's ability to draw against the same.

EXHIBIT D

INSURANCE REQUIREMENTS

D.1. General Requirements. At all times when this Agreement is in effect Tenant shall maintain in force all required insurance coverage and shall have on file with the City Certificates of Insurance evidencing the same. Such certificates shall provide that coverage will not be canceled, suspended, voided, or reduced without at least thirty (30) days prior written notice to the City. Ratings for the financial strength of the companies providing Tenant's insurance policies shall be disclosed in such certificates and shall be "A- VII" or stronger as published in the latest Best's Key Rating Guide (or a comparable rating from a comparable rating service). If a lower rating is proposed, City may examine the financial strength of the insurance company proposed to provide coverage and may consent to a lower rating in the City's sole and absolute discretion, and City may also require additional assurances from Tenant. All certificates shall be signed by a person authorized by the insurer and licensed by the State of Utah. All policies (except any policies required for workers' compensation or errors and omissions) and the certificates evidencing coverage shall name City and its officers, employees, and volunteers as additional insureds (or in the case of property coverage, City shall be named as a loss payee). Tenant shall provide for a renewal of all insurance coverage on a timely basis to prevent any lapse in coverage. City retains the right to approve any deductibles, and Tenant shall notify City of any material erosion of the aggregate limits of any policy. Tenant's policies shall be primary. Such policies shall extend insurance to cover Tenant's contractual obligations under this Agreement.

D.2 Minimum Requirements. City's insurance requirements are minimum requirements, and Tenant is responsible to obtain adequate insurance coverage as Tenant may determine. Except as otherwise expressly set forth in this Agreement, Tenant assumes all risk under this Agreement (including, but not limited to, business interruption claims) whether or not insured.

D.3. Waiver of Subrogation. Notwithstanding any other provision contained in this Agreement, each of the parties hereby waives any rights of subrogation it may have against the other party for loss or damage from any risk that is covered by insurance (including, but not limited to, claims for business interruption). Each of the parties shall obtain a clause or endorsement providing for such waiver of subrogation in any policies of insurance required under this Agreement.

D.4. Terms Subject to Change. City, in its sole and absolute discretion, reserves the right to review and adjust at any time Tenant's required insurance limits, types of coverage, and any other terms applicable to insurance to insure against any risk associated with this Agreement or at the Airport. Among other things, City may review any or all insurance coverage on a periodic basis and in connection with any specific activity or event associated with the Airport or proposed by Tenant.

D.5 Stopping Operations. Among City's remedies, if at any time Tenant's insurance coverage is not in effect as required herein, City may (but is not required to) stop all or any portion of Tenant's operations without liability to City until Tenant fully restores such coverage.

EXHIBIT E

GENERAL PROVISIONS

E.1 Governmental Provisions.

a. Nondiscrimination Regarding USDOT Programs. Tenant for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

b. Nondiscrimination Regarding Facilities and Improvements. Tenant for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

c. No Exclusive Rights. Nothing in this Agreement shall be construed to grant to Tenant any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Fueling Premises for Tenant's exclusive use as provided herein).

d. Agreement Preserves City's Compliance. This Agreement shall be interpreted to preserve City's rights and powers to comply with City's Federal and other governmental obligations.

e. Subordination to City's Government Commitments. This Agreement is subordinate to the provisions of any agreement between City and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of City entering any agreement or participating in any program applicable to the Airport (including, but not limited to, those providing funding), Tenant agrees to consent to any such modification. If a governmental authority determines that

any act or omission of Tenant or Tenant's Associates has caused or will cause City to be non-compliant with any of City's government commitments (including, but not limited to, any assurances or covenants required of City or obligations imposed by law), Tenant shall immediately take all actions that may be necessary to preserve City's compliance with the same. Without liability to City, City shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Tenant by such authority.

E.2. Subordination to Financing and Matters of Record. This Agreement is subordinate to the provisions of any agreements or indentures entered by City (regardless of when entered) in connection with any debt financing applicable to the Airport and is subordinate to any matter of record affecting the real property of the Airport.

E.3. Force Majeure. No act or event, whether foreseen or unforeseen, shall operate to excuse Tenant from the prompt payment of rent or any other amounts required to be paid under this Agreement. If City (or Tenant in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a Force Majeure Event, such performance shall be excused to the extent so delayed or hindered during the time when such Force Majeure Event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered.

E.4. Rights and Remedies. Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

E.5. Attorneys Fees. If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for recovery of possession of the Fueling Premises, the party prevailing in such action shall be entitled to recover from the other party reasonable attorneys fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Tenant shall be responsible for all expenses, including, but not limited to, attorneys fees, incurred by City in any case or proceeding involving Tenant or any permitted assignee of Tenant under or related to any bankruptcy or insolvency law. The provisions of this Section E.5 shall survive any expiration or termination of this Agreement.

E.6. Governing Law, Venue, and Waiver of Jury Trial. This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Utah. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the United States District Court for Utah or the District Court for the State of Utah sitting in Washington County, Utah so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate

appellate courts there from. Process in any such action may be served on any party anywhere in the world. CITY AND TENANT EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this Section E.6 shall survive any expiration or termination of this Agreement.

E.7. Amendments and Waivers. No amendment to this Agreement shall be binding on City or Tenant unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

E.8. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

E.9. Merger. This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.

E.10. Art. Tenant shall not install any object in the Premises that constitutes a work of visual art under the Visual Artists Rights Act of 1990 unless Tenant has obtained City's prior written approval and provided City with a written waiver that complies with the requirements of such Act or its successor.

E.11. Confidentiality. Tenant acknowledges that City is subject to legal requirements regarding the public disclosure of records. Tenant shall comply with such laws in connection with making any request that City maintain a record confidentially, and if Tenant complies with the same Tenant shall have the right to defend any such request for confidentiality at Tenant's expense.

E.12. Relationship of Parties. This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

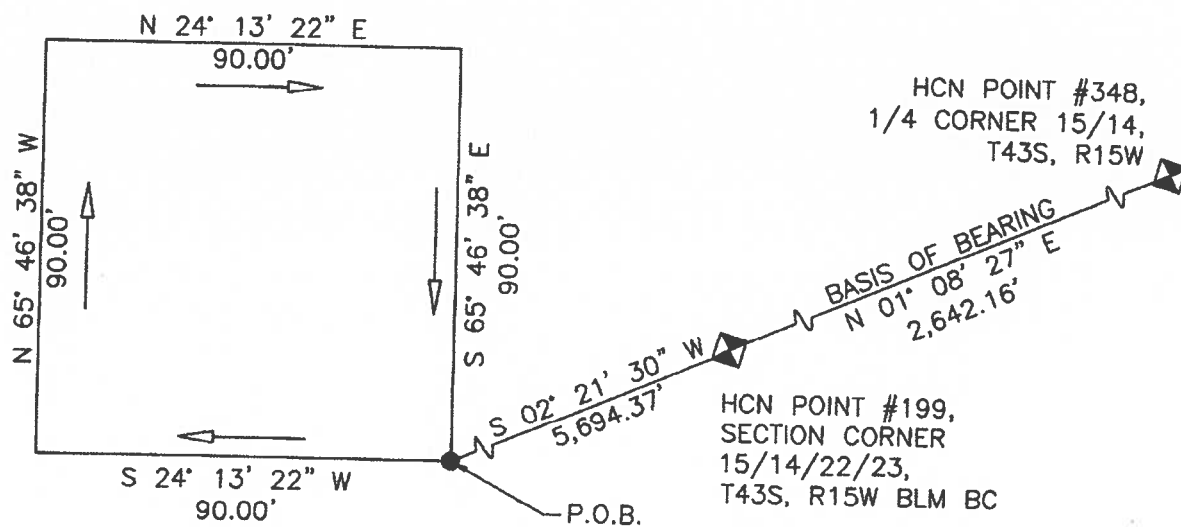
E.13. Further Assurances. Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

E.14. Miscellaneous. The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Tenant shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Tenant consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

E.15. Time of Essence. Time is of the essence of this Agreement.

SKYWEST

FUEL FARM LEASE DESCRIPTION



TOTAL LEASE SITE: 8,100 SF (0.186 ACRES)

**Metes and Bounds description of SkyWest
Fuel Farm Lease Area:**

Basis of Bearing is North 01° 08' 26" East along the section line between HCN Point #199 and HCN Point #348.

Beginning at a point:

South 02° 21' 30" West, 5,694.37' feet from the Southwest Section Corner of Section 14, Township 43 South, Range 15 West, Salt Lake Base & Meridian;

thence South 24° 13' 22" West a distance of 90.00 feet;

thence North 65° 46' 38" West a distance of 90.00 feet;

thence North 24° 13' 22" East a distance of 90.00 feet;

thence South 65° 46' 38" East a distance of 90.00 feet to the point of beginning.

Containing 8,100 Sq. Ft. (approx. 0.186 acres).

ADDENDUM

6. STAFF REPORTS

- G. Consider approval of a special event permit for a concert in the Dixie Sun Bowl on April 16, 2015, Simmons Media and St George News applicants.**

FOR OFFICE USE ONLY

| | |
|----------------------|----------------|
| Insurance Received: | Date Received: |
| Application Fee Paid | Date Paid: |



SPECIAL EVENT PERMIT APPLICATION CITY OF ST. GEORGE

City of St. George Special Events
175 E. 200 North
St. George, UT 84770

Phone: (435) 627-4128
Fax: (435) 627-4430
bill.swensen@sgcity.org

Business License & Oak

EVENT NAME: Plain White T's Concert

Applicant's Name: Shawna Smith

Organization: Simmons Media / St George News

Mailing Address: 216 W. St George Blvd.

City, State, Zip: St George, UT 84770

Day Phone: 435-628-2948

Cell/other: 435-668-9188

E-mail: shawna.simmonsmedia@gmail.com

Event Web Address (if applicable):

Alternate contact name: Bryan Benware

Day Phone: 435-668-9548

Cell/other: Same

E-mail: sunwave.radio@gmail.com

EVENT DETAILS (Complete additional event details on page 3 of this form)

LOCATION Dixie Sunbowl

Location Details/Address: 150 S. 400 E. St George, UT 84770

| | | | |
|----------|--------------------------------|---------------------------|--------------------------|
| Event | Date(s): <u>April 16, 2015</u> | Start time: <u>6:00pm</u> | End time: <u>9:00pm</u> |
| Set-up | Date(s): <u>April 16, 2015</u> | Start time: <u>1:00pm</u> | End time: <u>5:30pm</u> |
| Clean-up | Date(s): <u>April 16, 2015</u> | Start time: <u>9:00pm</u> | End time: <u>11:30pm</u> |

Is this a recurring event?

NO

If yes; daily, weekly or other?

Is this a Annual Event?

NO

If yes; Same date and Place?

TYPE OF ACTIVITY check all that apply:

☐ Film Production

☒ Vendor Booth

☐ Sporting

☐ 5K

☐ Parade

☐ Festival

☐ Outdoors Sales

☐ Training

☐ Cycling

☐ 10K

☐ Dance

☐ Block Party

☐ Fun Run

☐ 1/2 Marathon

☐ Other:

☒ concert

☐ Other: concert

PARTICIPANTS

Number of participants expected:

Number of volunteers/event staff:

☒ Open to the Public

☐ Private Group/Party

If event is open to the public, is it:

☒ Entrance Fee/Ticketed Event?

☐ Fee for Participants/Racers/Runners Only

EVENT _____

SPECIAL EVENT PERMIT APPLICATION

Page 2 of 5

VENDORS/FOOD/ALCOHOL check all that apply

☐ Vendors/merchants Quantity:☐ Vendors giving away products/services☒ Vendors selling products/food☐ Food☐ given away☒ catered by restaurants/vendors☒ prepared on site

SW Utah Health Dept., (435) 986-2580

☐ Alcoholic Beverages☐ beer stands☐ fenced in beer garden☐ liquor salesUtah DABC, (801) 977-6800
Bus. Licensing, (435) 627-4740

TENTS/STAGES/STRUCTURES (include details on site map)

☒ Tents/Pop-up Canopies

Amount:

SG Fire Dept. (435) 627- 4150

Dimensions:

☒ Temporary Stage

Dimensions:

Description of Tents/Canopies/Stage, etc.: 10x10 tents

SITE SETUP/SOUND check all that apply (please include details on site map)

☐ Fencing/Scaffolding☐ Barricades☐ Portable Sanitary Units

(must obtain privately)

☒ Music if yes, check all that apply☒ Acoustic☒ Amplified

(must obtain privately)

☒ PA/Audio system Type/Description:☐ Fireworks / Fire Performances / Open Flame

SG Fire Dept. (435) 627- 4150

☐ Propane/Gas on site

SG Fire Dept. (435) 627- 4150

☐ Trash/Recycle bin coordination on site

WCSW, (435) 673-2813

ROAD & SIDEWALK USE (ENCROACHMENT PERMITS) You may begin to coordinate in advance with these contacts

☐ Road Use

Location:

SG City Public Works Dept.,
(435) 627-4050☐ Sidewalk Use

Location:

☐ Will stay on sidewalks and
follow pedestrian laws☐ Parade

of Floats:

SECURITY/OTHER

☒ Private Security/Officers

Company name: ARMY

You may begin to coordinate in advance with these contacts:

☐ Animals

Quantity:

of Personnel: 6

☐ Drawing or Raffle

What kind:

☐ Motion Pictures/Videos☐ Other:

SG City Legal Dept. Diana Hamblin, (435) 627-4606

My signature verifies that I have completed this application to the best of my knowledge and I am aware that I am responsible for paying for City services beyond "basic City services" (if applicable to my event).

Shawna Smith

Print Applicant's Name

Applicant's Signature

3/16/15

Date

☐ Please do NOT include my event on the City Event Calendar Website

SPECIAL EVENT PERMIT APPLICATION

EVENT _____

Page 3 of 5

EVENT DESCRIPTION

PLEASE DESCRIBE YOUR EVENT IN DETAIL ADD ANY ADDITIONAL INFORMATION OR PAGES

- Please be sure to include any elements of your event that will help our review committee.

Simmons Media & St George News are teaming up to bring in concert "Plain White T's" we will have some food vendors, and activities such as bounce houses, climbing wall, etc. This is a ticketed event that we sponsor out to various local businesses. We would like the City to sign on as a sponsor and want to partner with the City on future events. Sunbowl has capacity for 5000 seating plus field room.

We want this to be a family type event.

Plain White T's



